

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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June 13, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**RECOMMENDATION TO AWARD A CONTRACT WITH
LOS ANGELES COUNTY OFFICE OF EDUCATION
TO PROVIDE
VOCATIONAL/CAREER AND LEARNING DISABILITY ASSESSMENT SERVICES
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of the Department of Public Social Services (DPSS), to prepare and execute a contract substantially similar to the enclosed contract, with the Los Angeles County Office of Education (LACOE), effective July 1, 2006 at a maximum total contract amount of \$9,875,888 for the three-year term of the contract to provide vocational/career assessment intermediary and direct services for the Welfare-to-Work (WtW) and the General Relief Opportunities for Work (GROW) programs, and learning disability evaluation/diagnosis intermediary and direct services for the WtW program only.

The maximum three-year term contract cost of vocational/career assessment direct services is \$7,864,200, of which \$5,936,700 is for the WtW program and \$1,927,500 for the GROW program. The maximum three-year term contract cost of learning disability evaluation/diagnosis direct services is \$324,000.

Funding for this contract is included in the DPSS' FY 2006-07 Proposed Budget. Funding for future years will be included in the Department's budget requests.

2. Delegate authority to the Director of DPSS, to prepare and sign amendments to the contract that result in any decrease or increase of no more than ten percent of the intermediary services maximum annual amount, and/or do not exceed ten percent of the fixed unit price for direct services, and when the change is necessitated by additional and necessary services that are required in order for LACOE to comply with changes in federal, State, or County requirements. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to executing such amendments, and the DPSS Director will notify the CAO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this contract will allow DPSS to continue to provide vocational and career assessment services to WtW and GROW participants and learning disability evaluation and diagnosis services to WtW participants, through LACOE and its subcontractors. These services include: Vocational/career assessment services for participants in the WtW and GROW programs where a customized career plan will be developed to help them achieve their goals and learning disability evaluation and diagnosis services to WtW participants only, which consist of screening, evaluating, reporting, and diagnosis of learning disabilities as a potential barrier to employment.

LACOE has provided similar services since 1990 and has consistently adapted to program changes and requirements. LACOE effectively provides administrative intermediary services including recruitment, monitoring, and supervision of several subcontractors who conduct vocational/career assessments and learning disability evaluation and diagnosis at thirteen (13) locations to GAIN WtW participants and at sixteen (16) locations to GROW participants (see enclosures).

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #5: Improve the well-being of children and families in Los Angeles County, Strategy #1: Implement integrated service delivery initiatives to demonstrate substantial progress toward achieving improved outcomes for children and families.

FISCAL IMPACT/FINANCING

The maximum total amount for this contract including direct services and administrative/intermediary services for the three-year period is \$9,875,888.

The maximum three-year term contract cost of vocational/career assessment direct services is \$7,864,200, of which \$5,936,700 is for the WtW program and \$1,927,500 for the GROW program. The maximum three-year term contract cost of learning disability evaluation/diagnosis direct services is \$324,000.

FISCAL IMPACT/FINANCING (continued)

Compensation to LACOE for administrative and intermediary services is capped at \$1,687,688 for the three-year term. Funding for this contract is included in the DPSS' FY 2006-07 Proposed Budget. Funding for future years will be included in the Department's budget requests.

Vocational/career assessment intermediary and direct services for the WtW program, and learning disability evaluation and diagnosis expenditures, will be fully offset by CalWORKs Single Allocation funds; therefore, there is no additional net County cost (NCC) after the required Maintenance of Effort (MOE) is met. Vocational/career assessment intermediary and direct services for the GROW program will be partially offset by federal funds allocated for the administration of the Food Stamp Employment and Training (FSET) program, resulting in approximately \$350,000 NCC annually, which is included in the DPSS FY 2006-07 Proposed Budget. Funding for future years will be included in the annual budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract provides for termination by the County with a 30-day calendar written notice prior to termination, should termination be in the County's best interest. The Agreement also contains a provision which limits the County's obligation if funding is not appropriated by the State and by the Board of Supervisors.

The award of this Contract will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The contract contains provisions delegating authority to the Director of DPSS to amend the contract to allow for increases of no more than ten percent of the first year's cost for intermediary services. Additionally, the Director of DPSS would be authorized to allow for increases of no more than ten percent of the fixed unit price for direct services. Both provisions would be enacted if necessitated for additional or necessary services required to comply with changes in County requirements.

The Contractor additionally agrees to provide assessment services to WtW and GROW participants with different funding sources, e.g., the FSET program, and to maintain separate invoicing, accounting, management and reporting, and assessment data entries for the GROW program.

The Contractor is in compliance with the Jury Service Program.

The Living Wage Ordinance does not apply because the recommended Contract is a non-Prop A Contract.

The Contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

A sole source Contract was procured in accordance with Title 45, Code of Federal Regulations, Part 74, and California Department of Social Services (regulation 23-650.1.12,) which allows for non-competitive contracting with public education agencies.

CONTRACT PERFORMANCE

The monitoring of this contract is performed on an annual basis. The last monitoring for the period of October 1, 2004 through September 30, 2005 was completed in October 2005. Overall, the contractor was in compliance with the contract requirements.

The expected performance outcome is that participants receive an assessment useful for career guidance and needed training. During the term of the current contract, LACOE has consistently provided sufficient, qualified assessors, verified the performance of the assessors, and monitored the quality of participant assessments.

LACOE's Quality Assurance Monitoring Plan utilizes direct observation of participant assessments, job development team conferences, and participant case file reviews to determine quality and usefulness of assessments and employment plans. Also, LACOE reconciles GEARS data to ensure completion and timeliness of assessments.

To evaluate the accuracy of LACOE's monitoring efforts and verify the quality of services provided by the sub-contractors, DPSS contract monitors perform on-site observations of testing procedures and team conferences, as well as participant interviews, at each vocational assessment site.

IMPACT ON CURRENT SERVICES

The contract will allow the continuation of vocational/career assessment services in Los Angeles County for WtW and GROW participants and learning disability evaluation and diagnosis services for WtW participants.

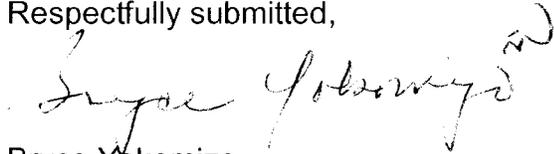
The contract will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. The Contract is in compliance with all requirements of Los Angeles County Code Section 2.180.010, Certain Contracts Prohibited.

Honorable Board of Supervisors
June 13, 2006
Page 5

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter to the Director of DPSS.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bryce Yokomizo", with a small circled mark above the end of the signature.

Bryce Yokomizo
Director

BY:nl

Enclosure

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller



**GAIN/GROW VOCATIONAL/CAREER AND LEARNING DISABILITY ASSESSMENT
SERVICES CONTRACT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
AND
LOS ANGELES COUNTY OFFICE OF EDUCATION**

**PREPARED BY
BUREAU OF ADMINISTRATIVE SERVICES
CONTRACT MANAGEMENT DIVISION
12900 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746-3411**

June 2006

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**GAIN/GROW VOCATIONAL/CAREER AND LEARNING DISABILITY ASSESSMENT
SERVICES CONTRACT
BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
AND
LOS ANGELES COUNTY OFFICE OF EDUCATION**

This Contract is made and entered into this _____ day of _____ 2006 by and between the County of Los Angeles Department of Public Social Services (hereinafter referred to as COUNTY) and Los Angeles County Office of Education (LACOE) (hereinafter referred to as CONTRACTOR), located at 9300 E. Imperial Highway, Downey, CA 90242.

RECITALS

WHEREAS, CONTRACTOR is a local government agency and is qualified to provide the Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Vocational Assessment Intermediary Services as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, COUNTY finds it necessary to secure such professional services; and

WHEREAS, CONTRACTOR has agreed to provide COUNTY with such services and based upon non-competitive negotiation under the Title 45 Code of Federal Regulation, Part 74 (Administration of Grants) and State Department of Social Services regulations Chapter 23-650, CONTRACTOR has been selected for recommendation for award of this Agreement; and

WHEREAS, this Agreement is further authorized by California Government Code Sections 26227 and 31000 and Welfare and Institutions Code, Section 11325.4(b)

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, and R are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, services, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

EXHIBIT A	Statement of Work and Technical Exhibits
EXHIBIT B	Contractor's Budget
EXHIBIT C	Contractor's EEO Certification
EXHIBIT D	County's Administration
EXHIBIT E	Contractor's Administration
EXHIBIT F	Contractor Employee Acknowledgment and Confidentiality Agreement
EXHIBIT G	Jury Service Ordinance
EXHIBIT H	Safely Surrendered Baby Law
EXHIBIT I	Proposals/Grounds for Rejection
EXHIBIT J	Contractor's Nondiscrimination in Services Certification
EXHIBIT K	Attestation to Willingness to Consider GAIN and GROW Participants
EXHIBIT L	Sample Monthly Invoice Format
EXHIBIT M	Sample Quarterly Reconciliation Invoice Format
EXHIBIT N	Internal Revenue Service Notice 1015
EXHIBIT O	Certification of No Conflict of Interest
EXHIBIT P	Familiarity with the County Lobbyist Ordinance Certification
EXHIBIT Q	Civil Rights Resolution Agreement
EXHIBIT R	Charitable Contribution Certificate

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding the Contract between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.7 – Changes and Amendments of Terms and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 BOARD OF SUPERVISORS

The Board of Supervisors of the County of Los Angeles.

2.2 CalWORKs

Acronym for "California Work Opportunity and Responsibility to Kids" which is the State of California's time-limited federal TANF assistance program for needy families designed to assist them transition from welfare to self-sufficiency.

2.3 CASE MANAGEMENT

The coordination of services and activities, beginning with Orientation, and including but not limited to: assessing the GAIN participant's employability and need for supportive services; developing the Welfare-to-Work plan with the GAIN participant; attendance and progress in Welfare-to-Work activities; identifying and authorizing supportive services; making a

recommendation of cause for failure to participate; referring the GAIN participant to community resources for Welfare-to-Work activities, counseling and assisting in accessing community resources and resolving problems; documenting case activity in the physical and electronic case file; and completing other required documents. These services are provided by the COUNTY and/or contracted case management Staff.

2.4 CONTRACT

Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the **Statement of Work - Exhibit A**.

2.5 CONTRACT MANAGER

The individual designated by the CONTRACTOR to administer the contract operations after contract award.

2.6 CONTRACTOR

Los Angeles County Office of Education (LACOE) or CONTRACTOR which has entered into a contract with the COUNTY to perform or execute the work covered by these specifications.

2.7 COUNTY CONTRACT ADMINISTRATOR (CCA)

The person designated by COUNTY who monitors the CONTRACTOR's performance in the daily operation of the Contract. The CCA provides directions to the CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.

2.8 COUNTY OFFICE OF EDUCATION

The Los Angeles County Office of Education (LACOE) serves as the intermediate agency between the California Department of Education and the 95 school districts in Los Angeles County. The intermediary services contract for GAIN/GROW Vocational/Career Assessment and GAIN Learning Disabilities Evaluation and Diagnosis will be coordinated by the GAIN Division at LACOE.

2.9 DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS)

The COUNTY Department responsible for providing social services and financial assistance to eligible persons in Los Angeles County. This department is required by the California Department of Social Services to provide services which assist recipients of CalWORKs and General Relief to qualify for, locate and retain appropriate unsubsidized employment through the GAIN/GROW Programs.

2.10 DEVELOPMENT ACTIVITIES

Those activities necessary for CONTRACTOR to assess the Learning Disabilities Program.

2.11 DIAGNOSIS

A “diagnosis” is the formal identification of the specific nature of a learning disability and/or co-existing disorder that could extend beyond the testing and measuring of aptitudes, performance, and vocational interests that are associated with a learning disabilities evaluation. A diagnosis may only be performed by a highly-trained/qualified individual such as a psychologist, clinical psychologist, school psychologist, or psychiatrist. If the participant needs an exemption from Welfare-to-Work participation, only this level of staff can grant it.

2.12 DIRECTOR

The Director of the County of Los Angeles Department of Public Social Services (DPSS), or his authorized representative(s).

2.13 DIRECT SERVICES

The GAIN/GROW vocational/career assessment services, the learning disabilities evaluation, and the learning disabilities diagnosis services that are provided directly to the participants.

2.14 EVALUATION

An “evaluation” is the process of determining whether or not an individual has learning disabilities and/or other co-existing disorders. This evaluation is limited in scope and only determines the extent that the functional weaknesses revealed by the learning disabilities testing interfere with the GAIN participant’s ability to obtain or retain employment or enter and participate in the GAIN program.

2.15 EVALUATIONS WITH ACCOMMODATIONS

Learning disabilities evaluations which result in the need for accommodations in order for participants to function in their Welfare-to-Work activities.

2.16 EVALUATIONS WITHOUT ACCOMMODATIONS

Learning disabilities evaluations that do not require accommodations for the participants to function in their Welfare-to-Work activities.

2.17 FISCAL YEAR

COUNTY Fiscal Year which commences on July 1 and ends the following June 30.

2.18 FULL-TIME EMPLOYMENT

Working at least thirty-two (32) hours per week for a single head of household and thirty-five (35) hours per week for a two-parent household, in a job which pays a salary that at least equates to the federal minimum wage, or the State minimum wage, whichever is higher.

2.19 GAIN

Acronym for "Greater Avenues for Independence," a program established on September 26, 1985 with the passage of the State of California Assembly Bill 2580. The GAIN program establishes a comprehensive system of services to assist CalWORKs participants in obtaining unsubsidized employment.

2.20 GAIN COUNTY PLAN

A document approved by the Los Angeles COUNTY Board of Supervisors, and certified as complete by the California Department of Social Services (CDSS), which provides local planning activities and implementation of CalWORKs program components in Los Angeles County.

2.21 GAIN EMPLOYMENT ACTIVITY AND REPORTING SYSTEM (GEARS)

The automated data management system used to support the GAIN Program in Los Angeles County by tracking participants, authorizing payments, generating reports, maintaining inventories of available resources, and providing program monitoring data.

2.22 GAIN PARTICIPANTS

TANF/CalWORKs applicants/recipients who COUNTY has determined to be eligible for participation in the GAIN Program.

2.23 GENERAL EDUCATIONAL DEVELOPMENT (GED) LEVEL

The educational level attained through formal or informal learning that is required for a person to perform satisfactorily on the job. This measure is not related to job specific information.

2.24 GENERAL RELIEF (GR)

General Relief is cash assistance to indigent adults not qualifying for other state/federal programs.

2.25 GROW

Acronym for the General Relief Opportunities for Work program, a locally funded program that provides employment and training services to help employable GR participants obtain a job and become self-sufficient.

2.26 GROW COMPUTER SYSTEM

The electronic data processing system used by DPSS for GROW participant tracking, reporting, payments, and interface with various GROW/GAIN contractors.

2.27 GROW PARTICIPANTS

General Relief recipients who DPSS has determined to be employable, and therefore, eligible for participation in the GROW Program.

2.28 INTERMEDIARY CONTRACTOR

A private or public vendor contracting with Los Angeles County to administer subcontracts with Service Providers.

2.29 LABOR MARKET INFORMATION (LMI)

A users' guide that is created, maintained and updated by the California Employment Development Department's (EDD) Labor Market Information Division to assist in gathering labor market information. Information available on LMI is used by DPSS and its contractors to develop education and training resources. LMI may be accessed through the internet at www.calmis.ca.gov.

2.30 LEARNING DISABILITIES

A heterogeneous group of disorders manifested by significant difficulties in the acquisition and use of listening, speaking, reading, writing, reasoning or mathematical abilities. These disorders are intrinsic to the individual and presumed to be central nervous system dysfunction. Even though a learning disability may occur concomitantly with other handicapping conditions (e.g., sensory or mental impairment); or environmental retardation, social and/or emotional disturbance influences (e.g., cultural differences, insufficient/inappropriate instruction, psychogenic factors); it is not the direct result of those conditions or influences.

These disorders interfere with the participant's ability to obtain or retain employment or enter and participate in the CalWORKs program.

2.31 LEARNING DISABILITIES EVALUATIONS SERVICE PROVIDERS

A private or public vendor providing learning disabilities evaluations services directly to GAIN participants. Providers will have a subcontract

with CONTRACTOR. These vendors will be added to the inventory of service providers by the CONTRACTOR. These vendors may or may not be the same vendors providing vocational assessment services.

2.32 MANAGEMENT SERVICES

Management Services encompasses all of the administrative duties required of CONTRACTOR to implement this contract including, but not limited to, subcontracting, monitoring, auditing, submitting required reports, invoicing, and providing liaison services and technical assistance to COUNTY and Service Providers.

2.33 MONTHLY MANAGEMENT REPORT (MMR)

A group of reports (GAIN/GROW) provided monthly to the CCA by the CONTRACTOR's Contract Manager. The MMR provides details of the Contract functions performed. Format and content of the management report must be approved by COUNTY.

2.34 OCCUPATIONAL EMPLOYMENT STATISTICS (OES)

An occupational classification system based on annual surveys conducted by the Department of Labor.

2.35 PART-TIME EMPLOYMENT

Working a minimum of twenty (20) hours and less than thirty-two (32) hours per week for a single parent household, or under a total of thirty-five (35) hours per week for a two-parent household, in a job for wages which would at least equate to the federal minimum wage or to the State minimum wage, whichever is higher.

2.36 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The document furnished by COUNTY (Technical Exhibit 1), which identifies and summarizes the key performance indicators of this Contract. COUNTY will be using the PRS in evaluating CONTRACTOR to assure that the Contract performance standards are met.

2.37 POST-EMPLOYMENT SERVICES (PES)

Voluntary work-related supportive services available to CalWORKs GAIN participants working 32/35 hours per week, or former CalWORKs participants who have left cash assistance within a 12-month period due to earnings or employment. PES services include career assessment, education, training, mentoring, child care, transportation, and job retention services

2.38 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The plan developed by COUNTY, specifically for this contract, to monitor compliance with the contract.

2.39 QUALITY CONTROL PROGRAM

All necessary measures taken by CONTRACTOR to assure that the quality of services will meet Contract requirements regarding timeliness, accuracy, appearances, completeness, consistency, and conformity.

2.40 SCREENING

Screening is the first step towards identifying individuals with suspected learning disabilities. It involves the use of a recognized and validated learning disabilities screening tool administered by the GAIN Services Worker. All participants who receive a score on the screening tool that indicates a possible learning disability will be referred for further evaluation and/or diagnosis.

2.41 SELF-SUFFICIENCY

A level at which GAIN participants have the skill and ability to be economically independent and have obtained a steady source of income that removes the need for welfare assistance.

2.42 SERVICE PROVISION PLAN

The plans developed by CONTRACTOR and approved by COUNTY to provide GAIN/GROW management services, direct vocational/career assessment services, learning disabilities evaluation services, and learning disabilities diagnosis services.

2.43 SPECIFIC VOCATIONAL PREPARATION

The amount of time required by the typical worker in a particular occupation to learn the techniques, acquire the knowledge, and develops the facilities needed for average performance in a specific job.

2.44 STATEMENT OF WORK

A document that describes:

- Specific requirements for management services and deliverables associated with those services and;
- The relationship that will exist between COUNTY and CONTRACTOR.

2.45 SUPPORTIVE SERVICES

Services available to GAIN/GROW participants to enable them to participate in GAIN/GROW activities. The following are included under the Supportive Services umbrella: supplies and services as it refers to Mental Health, Substance Abuse and Domestic Violence. This term is

also used to refer to funds authorized by the GSW/Contract Case Manager to cover services and supply costs. Examples of services and supplies are: child care, transportation, tools, etc., made available to the GAIN participants by the COUNTY, which enable them to participate in GAIN activities and/or accept employment opportunities.

2.46 TANF

Acronym for “Temporary Assistance for Needy Families.” Name of the federal welfare reform program which provides time-limited assistance to needy families and assists them to transition from Welfare-to-Work. TANF is known in California as CalWORKs.

2.47 VOCATIONAL ASSESSMENT SERVICE PROVIDERS

A private or public vendor providing vocational assessment services directly to GAIN/GROW Program participants. Providers will have a subcontract with CONTRACTOR. These vendors will be added to the inventory of service providers by CONTRACTOR.

2.48 VOCATIONAL ASSESSMENT

A comprehensive evaluation process consisting of a variety of formal and informal vocational assessment procedures whose purpose is to generate information useful to career guidance and planning of job training and placements for GAIN/GROW participants.

2.48.1 Vocational Assessment: It is the third component in the GAIN Flow. It is the process by which a professional assessor develops an individualized employment plan intended to lead a participant to employment based on the evaluation of the participant’s existing skills, education level, employment goals, vocational assessment test results and local labor market information.

2.48.2 Career Assessment: An assessment specifically tailored for GAIN participants working 32/35 hours per week or CalWORKs participants who have left cash assistance within the previous 12 month period due to earnings or employment and who have volunteered to receive post-employment services. Career assessment is also tailored for time limited employable GROW participants who are single adults. During this activity, a career plan is developed to assist participants retain their current job or to help them advance within their chosen occupation with the ultimate goal of achieving self-sufficiency.

2.48.3 Clinical Assessment: A professional evaluation of a participant’s mental health or emotional problems that may limit or preclude successful participation in a Welfare-to-Work plan.

2.48.4 Full Assessment: A full assessment is a one and a half day activity (no less than eight (8) hours and not more than twelve (12) hours) by which all tests need to be completed. The participant and a professional assessor develop and agree on an individualized employment plan which may lead a participant to employment based on the evaluation of the participant's existing skills, education level, employment goals, vocational assessment test results and local labor market information. Full assessments are conducted during Vocational and Career Assessments.

2.48.5 Partial Assessment: A partial assessment is an incomplete assessment due to minimal gathering of specific information and/or partial testing. The partial assessment shall include at minimum the following: vocational interview, interest inventories (a minimum of one), structure observation and behavior checklist, multi-aptitude test batteries (a minimum of one), work samples (optional). Partial assessments earn half the cost of a full assessment.

2.48.6 Reassessment: An assessment conducted by a professional assessor when a GAIN participant remains unemployed after he/she completes his/her Welfare-to-Work employment plan or when special circumstances that were not identified during the original assessment process preclude the participant from completing the employment plan activities.

2.48.7 Third-Party Assessment: A partial assessment conducted when the original assessor and GAIN/GROW participant are unable to reach an agreement on the participant's employment/career plan.

2.49 **VOCATIONAL ASSESSOR**

A qualified professional responsible for conducting the contract related assessments.

2.50 **WELFARE-TO-WORK ACTIVITY**

The series of components that make up the Welfare-to-Work/GAIN Program. Components include but are not limited to: Orientation/Appraisal, Self-Initiated Program, Job Club/Job Search, Vocational Assessment, Post Assessment Activities and Post Employment.

2.51 **WELFARE-TO-WORK DIVISION:**

1. GAIN Division
2. GROW and Food Stamps Division–GROW Section

A division within DPSS assigned the responsibility for administration of the GAIN/GROW program. This division is also responsible for the provisions of technical assistance to contractors to ensure GAIN/GROW program requirements are met.

2.52 WORKFORCE INVESTMENT ACT

The Workforce Investment Act of 1998 provides the framework for a unique national workforce preparation and employment system designed to meet both the needs of the nation's businesses and the needs of job seekers and those who want to further their careers.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the **Statement of Work - Exhibit A**.

3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing one day after DPSS Director's signature or July 1, 2006, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 CONTRACTOR shall notify DPSS when this Contract is within six (6) months from the expiration date, June 30, 2009 as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein provided in **Exhibit D - County's Administration**.

5.0 CONTRACT SUM

5.1 MAXIMUM CONTRACT AMOUNT

Notwithstanding any other provision of this Contract, COUNTY shall not be liable in any event for:

- The GAIN Vocational/Career and Learning Disability Assessment Intermediary Services pursuant to this Contract in excess of \$474,138.00 for Fiscal Year 2006-2007, \$481,859.00 for Fiscal Year 2007-2008 and \$489,728.00 for Fiscal Year 2008-2009.
- The GROW Vocational/Career Assessment Intermediary Services pursuant to this Contract in excess of \$79,283.00 for Fiscal Year 2006-2007, \$80,646.00 for Fiscal Year 2007-2008 and \$82,034.00 for Fiscal Year 2008-2009.

Direct services costs for GAIN/GROW participants are workload driven; therefore, there is no maximum amount for these services.

CONTRACTOR's maximum amount is based on CONTRACTOR's budget as specified in **Exhibit B – Contractor's Budget**.

5.2 COMPENSATION

5.2.1 Vocational Assessment Intermediary Services are reimbursed based on actual costs incurred.

5.2.2 Direct service costs are based on a fixed unit price which is caseload-driven. Caseloads are determined by COUNTY and are governed by the level of available GAIN and GROW funding.

5.2.3 COUNTY shall compensate CONTRACTOR for performing Vocational Assessment Intermediary Services hereunder, for allowable net costs incurred by CONTRACTOR in accordance with actual costs not to exceed the Maximum Amount as specified in Part 5.1, MAXIMUM CONTRACT AMOUNT.

5.2.3.1 CONTRACTOR shall invoice 1/12th of the annual contract maximum amount payable for Vocational Assessment Intermediary Services specified in Part 5.1, Maximum Contract Amount.

5.2.3.2 CONTRACTOR shall prepare and submit the monthly invoice each in an original and one (1) copy, to the CCA on a monthly basis. Monthly invoices are due by the fifteenth (15th) after the end of the month in which services were provided, or payment may be delayed. Invoice shall be similar to **Exhibit L - Sample Monthly Invoice Format** and shall indicate the costs attributed to services for GAIN and GROW participants separately.

5.2.3.3 Payment to CONTRACTOR will be made monthly in arrears provided that CONTRACTOR is not in default under any provision of this Contract, and has submitted a complete and accurate statement of payment due.

5.2.3.4 Payment to the CONTRACTOR shall be only upon written approval of the invoice by the CCA or his/her designated representative. CONTRACTOR shall submit the invoice to the CCA at:

**Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411**

Attention: Nha Le, County Contract Administrator

- 5.2.3.5 COUNTY shall review and authorize payment of an accurate invoice will make a reasonable effort to effect payment to CONTRACTOR within thirty (30) days from receipt of an invoice which is accurate as to form and content.
- 5.2.3.6 Prior to receiving final payment hereunder, CONTRACTOR shall submit a signed, written release discharging COUNTY, its officers and employees, from all liabilities, obligations, and claims arising out of CONTRACTOR's performance, under the Contract, except for any claims specifically described in detail in such release.
- 5.2.3.7 COUNTY may delay the last payment due hereunder until six (6) months after the termination of the Contract. CONTRACTOR shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by the COUNTY to CONTRACTOR.
- 5.2.3.8 COUNTY shall have no requirement for payment other than as set forth in this Contract.
- 5.2.3.9 CONTRACTOR shall provide a quarterly written reconciliation invoice of actual costs within thirty (30) calendar days of the end of each quarter. For this contract, the first quarterly reconciliation shall be for July 2006 through September 2006 and shall be submitted to COUNTY no later than October 31, 2006. COUNTY shall not make monthly payments for the month in which a reconciliation invoice is due, until the reconciliation invoice has been received and processed by COUNTY.
- 5.2.3.10 For all reconciliations CONTRACTOR shall use a quarterly invoice similar to **Exhibit M - Sample Quarterly Reconciliation Invoice Format**. The invoice shall indicate actual costs for Vocational Assessment Intermediary Services for GAIN and GROW participants separately. The invoice shall include an attachment with expenditures broken into the following major cost categories: classified salaries, certified salaries, fringe benefits, supplies, contract and other services, equipment, indirect costs, and any other information found necessary by CONTRACTOR and/or COUNTY.
- 5.2.3.11 If the quarterly reconciliation finds that COUNTY's dollar liability was more than payments made by the COUNTY to CONTRACTOR, or that COUNTY's dollar liability for such services is less than payments made by COUNTY to the CONTRACTOR, then COUNTY shall either credit or deduct the difference against future payments hereunder to CONTRACTOR.

5.2.3.12 In accordance with Government Code 911-2, the COUNTY shall not be liable for billings submitted one year after the date services were provided.

5.2.4 COUNTY shall compensate subcontractors (assessors) directly for performing GAIN and GROW Vocational Assessments services hereunder, for costs incurred in accordance with their contracts, based on the fixed unit price specified below:

5.2.4.1 Effective October 1, 2006, the subcontractors shall be paid \$220.00 per full assessment completed. An assessment is considered completed when it results in the development of an employment plan.

5.2.4.2 Effective October 1, 2006, the subcontractors shall be paid \$110.00 per partial assessment, reassessment or reevaluation completed. An assessment is considered partial when a full assessment is not completed due to minimal gathering of specific information and/or testing. Third-Party assessment is considered a partial assessment.

5.2.5 Compensation for GAIN Assessments shall be requested and processed as follows:

5.2.5.1 For GAIN assessments, an invoice to subcontractors will be generated by COUNTY's GEARS computer system.

5.2.5.2 Subcontractors shall validate and return invoices generated by GEARS. Subcontractors shall send the completed invoices within fifteen (15) calendar days of receipt to:

**GAIN FISCAL SERVICES
P.O. BOX 761127
Los Angeles, CA 90076**

5.2.5.3 In the event that an invoice is returned to the subcontractor for correction, sub-contractor shall return the corrected invoice to the COUNTY within ten (10) calendar days.

5.2.6 Compensation for GROW assessments shall be requested and processed as follows:

5.2.6.1 Subcontractors shall submit invoices to CONTRACTOR on a weekly basis.

5.2.6.2 CONTRACTOR shall validate invoices against COUNTY's GROW computer system, batch invoices monthly and submit to COUNTY for payment. Each subcontractor's invoice shall be submitted with a summary sheet showing the name of the participant,

the date(s) service was provided, whether the assessment is a full or partial assessment and the amount being invoiced. Subcontractors' invoices shall be submitted to COUNTY by the 15th of each month for the previous month's assessments. Invoices shall be submitted to:

**Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South - 2nd Floor
City of Industry, CA 91746-3411**

Attention: Nha Le, County Contract Administrator

- 5.2.6.3 COUNTY will make reasonable effort to make payment within 30 calendar days after CCA receipt and approval of the subcontractor's validated invoices. COUNTY may delay last payment for three (3) months after termination of the subcontract.
- 5.2.6.4 COUNTY will work with CONTRACTOR to resolve subcontractor's payment problems; e.g., incorrect amount on invoice or warrant, past due invoices or warrants, etc.
- 5.2.6.5 CONTRACTOR shall require subcontractors (assessors) to utilize any available funding source other than GAIN and GROW funds, where applicable, before requesting payment of GAIN or GROW funds under this contract.

5.2.7 COUNTY shall compensate subcontractors directly for performing Learning Disabilities Evaluations for GAIN participants based on the fixed prices specified below:

5.2.7.1 TIER I:

- 5.2.7.1.1 The subcontractors shall be paid \$400 per Learning Disabilities Evaluation completed, when GEARS is updated with pertinent information and learning disability report returned to COUNTY. This amount includes any additional costs that may be incurred by the use of a specialist to identify accommodations needed by a participant to participate in Welfare-to-Work activities.
- 5.2.7.1.2 The subcontractor shall be paid \$200 per partially completed Learning Disabilities Evaluation, to be defined as follows:

if the participant completes at least two (2) tests, the initial interview and the orientation during the first (1st) day, the subcontractor will be paid a partial LD completion fee of \$200.

5.2.7.2 TIER II:

5.2.7.2.1 CONTRACTOR shall retain a qualified consultant to train the subcontracted evaluators as needed on different aspects of learning disability identification, recognition, determination, and evaluation, and to perform the Learning Disabilities diagnoses.

5.2.7.2.2 The definition of “learning disability,” for the purposes of diagnosis under this agreement, will consist of conformance to a set of subjective criteria to be analyzed, identified and interpreted by the diagnostician, including, but not limited to, the following guidelines:

- Under-achievement of an individual relative to their perceived or estimated ability to achieve.
- Under-achievement of an individual relative to their participation in an activity.
- Identification of specific cognitive weaknesses.
- Under-achievement is not due to any other factors, e.g., clinical depression, limited education, or any such other designated “rule-outs.”
- Participant’s test scores, including cognitive.
- Review of participant’s learning disability evaluation report, educational background and language background.

5.2.7.3 Compensation for Learning Disabilities Evaluations shall be requested and processed as follows:

5.2.7.3.1 For Learning Disabilities Evaluations, an invoice to subcontractors will be generated by COUNTY's GEARS computer system.

5.2.7.3.2 Subcontractors shall validate and return invoices generated by GEARS. Subcontractors shall send the completed invoices within fifteen (15) calendar days of receipt to:

**GAIN FISCAL SERVICES
P.O. BOX 761127
Los Angeles, CA 90076**

In the event that an invoice is returned to the subcontractor for correction, subcontractor shall return the corrected invoice to the COUNTY within ten (10) calendar days.

5.2.8.1. CONTRACTOR shall advise COUNTY in writing of any substantive deviations or reallocation of line item costs from CONTRACTOR's Budget. CONTRACTOR may, with COUNTY's approval, reallocate funds among each of the major cost categories, excluding the Direct Services Costs, listed in **Exhibit B - Contractor's Budget** and Employee Benefits, to a maximum of 15 percent of each part, not to exceed the total Contract amount. Reallocation of funds by CONTRACTOR by more than 15 percent between the major cost categories requires written approval of the Director.

5.3 NON PAYMENT OF SERVICES

The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

5.4 RECORD KEEPING SYSTEM

CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent of

the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein provided in **Exhibit D - County's Administration**.

5.5 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

5.6 INVOICES AND PAYMENTS

5.6.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in **Exhibit A - Statement of Work** and elsewhere hereunder and as provided in **Exhibit B - Contractor's Budget**.

5.6.2 COUNTY's Approval of Invoices.

All invoices submitted by the CONTRACTOR for payment must have the written approval of the County Contract Administrator prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the COUNTY.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in **Exhibit D - County's Administration**. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY CONTRACT ADMINISTRATOR (CCA)

The COUNTY shall designate one person who will act as the CCA on all matters pertaining to this Contract. Specifically, the CCA or alternate shall:

- 6.1.1** Provide direction to the CONTRACTOR in areas relating to policy, procedural requirements, service performance requirements, and information pertaining to the Contract.
- 6.1.2** Monitor the CONTRACTOR's service performance in daily operations of this Contract.
- 6.1.3** Negotiate with CONTRACTOR on changes in service requirements pursuant to the Contract Section 8.0 Terms and Conditions, Subparagraph 8.7, Changes and Amendments of Terms.
- 6.1.4** Not be authorized to make changes in the Standard Terms and Conditions of this Contract and is not authorized to obligate the COUNTY in any way.
- 6.1.5** Inform the CONTRACTOR of the name, address and telephone number of the CCA in writing, at the time of Contract is awarded, and at any time thereafter a change of CCA is made.

6.2 QUALITY ASSURANCE EVALUATOR (QAE)

- 6.2.1** The QAE is responsible for the quality monitoring of CONTRACTOR's performance. The QAE may or may not be the same person as the CCA.
- 6.2.2** The QAE is not authorized to make any changes in the Terms and Conditions of the Contract and is not authorized to obligate DPSS in any way whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 CONTRACTOR MANAGER

- 7.1.1** Contractor Manager is designated in **Exhibit E - Contractor's Administration**. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the Contractor Manager.

7.1.2 Contractor Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with CCA on a regular basis.

7.2 **APPROVAL OF CONTRACTOR'S STAFF**

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, Contractor Manager.

7.2.1 The Contract Manager and any alternate shall be identified in writing prior to the Contract start date and at any time thereafter a change of Contract Manager is made.

7.2.2 The CONTRACTOR's Contract Manager is not authorized to make any changes in the Terms and Conditions of the Contract and is not authorized to obligate CONTRACTOR to DPSS in any way whatsoever.

7.3 **OTHER CONTRACTOR STAFFING**

The CONTRACTOR shall provide staff with background experience and expertise to provide the services required in the Statement of Work.

7.4 **CONFIDENTIALITY**

The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the "**Contractor Employee Acknowledgment and Confidentiality Agreement**" - Exhibit F.

8.0 **TERMS AND CONDITIONS**

8.1 **ASSIGNMENT BY CONTRACTOR**

A. CONTRACTOR shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any

attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Agreement shall be deductible, at COUNTY's sole discretion, against the claims which CONTRACTOR may have against COUNTY.

- B. Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Agreement.
- C. Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.2 AUDIT SETTLEMENT

If, at any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by COUNTY to the CONTRACTOR, then CONTRACTOR agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by the CONTRACTOR to COUNTY by cash payment, or 2) at the COUNTY's option, credited against any future payments due by the COUNTY, to the CONTRACTOR, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to the CONTRACTOR, then

the difference shall be paid to CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.

COUNTY will notify CONTRACTOR of any audit dispute and permit CONTRACTOR to participate in any response. Nothing in this section constitutes a waiver of CONTRACTOR's rights and remedies.

8.3 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that its signatory to the Contract is fully authorized to obligate the CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Contract have been accomplished.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent for Fiscal Year services provided by CONTRACTOR under the Contract. COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, CONTRACTOR shall continue to provide all of the services set forth in the Contract.

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. part 76)

CONTRACTOR hereby acknowledges that the COUNTY is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, CONTRACTOR certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further by executing this Contract, CONTRACTOR certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Contract upon which the COUNTY may immediately terminate or suspend this Contract.

8.6 CHANGES OF ADDRESS

Either party can designate a new address by giving written notice to the other party.

8.7 CHANGES AND AMENDMENTS OF TERMS

The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

8.7.1 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Notice* shall be prepared and signed by the COUNTY Contract Administrator (CCA) and the CONTRACTOR's Contract Manager.

8.7.2 For any revision, which materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the COUNTY Board of Supervisors and the CONTRACTOR except as provided in Section 8.7.3 herein below.

8.7.3 The DPSS Director may prepare and sign amendments to the Contract without further action by the Board of Supervisors under the following conditions:

8.7.3.1 Amendments shall be in compliance with applicable County, State and federal regulations.

8.7.3.2 The Amendment is for a decrease in the Contract costs.

8.7.3.3 The Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services (DPSS).

8.7.3.4 The Amendment is for an increase of no more than ten percent of the original Contract amounts, and is

necessitated by additional and necessary services that are required for the CONTRACTOR to comply with changes in federal, State, or County requirements.

8.7.3.5 DPSS shall obtain the approval of County Counsel or his designee for an amendment to this Contract.

8.7.3.6 Director will file a copy of all amendments with the Executive Office of the Board of Supervisors and Chief Administrative Office within fifteen (15) days after execution of each amendment.

8.8 CHILD/ELDER ABUSE/FRAUD REPORTING

CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter "PC") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5. CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

8.9 CIVIL RIGHTS COMPLAINTS PROCEDURE

CONTRACTOR shall comply with the terms of the Civil Rights Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

8.9.1 Ensure public contact staff attends mandatory Civil Rights training as provided or arranged by DPSS.

- 8.9.2** Ensure notices and correspondences sent to participants are in their designated primary language and provide interpreters to ensure meaningful access to services to all participants.
- 8.9.3** Maintain a record of all Civil Rights materials provided by DPSS and ensure all participants are provided with the Civil Rights materials.
- 8.9.4** Develop, and operate procedures for receiving and responding to Civil Rights complaints as follows:
 - A** CONTRACTOR must provide and assist participants with completing a PA 607 Complaint of Discriminatory Treatment in the participants' primary language;
 - B** CONTRACTOR must maintain a log of Civil Rights complaints;
 - C** CONTRACTOR Contract Manager (CCM) will act as the Civil Rights Liaison (CRL) between CONTRACTOR and the County Contract Administrator (CCA) and the Civil Rights & Customer Relations Section (CRCR);
 - D** CCM/CRL must forward all PA 607s to the CCA within (2) two business days;
 - E** CCM/CRL should not attempt to investigate Civil Rights complaints. Investigations are handled by CRCR.

8.10 COLLECTIVE BARGAINING AGREEMENT

To comply with California Department of Social Services Regulations, Section 23-610 (d) (22), the CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining contract covering employees providing services under the Contract.

8.11 COMMUNICATION

The CONTRACTOR shall endeavor to maintain the good will and spirit of cooperation that exists between the COUNTY and welfare advocacy groups who represent participants provided services under this Contract. Cooperation shall include verbal and written communications, attendance at meetings and submission of written materials for CalWORKs participants, as also specified in **Exhibit A - Statement of Work, Paragraph 1.7.**

8.12 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after contract effective date, the CONTRACTOR shall provide COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

- 8.12.1** The CCA will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 8.12.2** If the CCA requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.
- 8.12.3** If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 8.12.4** CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.
- 8.12.5** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.12.6** Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

8.13 COMPLETION OF CONTRACT

Sixty (60) calendar days prior to expiration of this Contract (or shorter time period as determined by COUNTY), CONTRACTOR shall allow COUNTY or newly selected CONTRACTOR a transition period for orientation purposes and the orderly transition of CONTRACTOR's current operation without additional costs to COUNTY. CONTRACTOR shall continue to process work timely/accurately so that the operation is current at expiration of Contract.

If CONTRACTOR fails to adhere to the above work and standards, the COUNTY shall have the right to withhold 50 percent to 100 percent of the last two (2) months' payments as liquidated damages.

8.14 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR shall abide by the provisions of *Title VI* and *Title VII* of the *Federal Civil Rights Act of 1964*; *Section 504* of the *Rehabilitation Act of 1973*, as amended; the *Age Discrimination Act of 1975*; the *Food Stamp Act of 1977*; the *Americans with Disabilities Act of 1990*; WIC Section 10000; California Department of Social Services *Manual of Policies and Procedures, Division 21*; and other applicable Federal and State laws, rules and regulations to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. The CONTRACTOR shall sign and adhere to **Exhibit C - CONTRACTOR's EEO Certification** and **Exhibit J - CONTRACTOR's Nondiscrimination in Services Certification**.

In addition, a Resolution Agreement between DPSS and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs. CONTRACTOR shall sign and comply with the terms of the Contractor/Vendor **Assurance of Civil Rights Compliance Resolution Agreement** as set forth in **Exhibit Q**, and as directed by DPSS.

8.15 COMPLIANCE WITH LAWS

8.15.1 CONTRACTOR agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857 (h))

7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}
10. Various State regulations and releases listed on several attached Exhibits.

8.15.2 CONTRACTOR shall maintain all licenses required to perform the Contract.

8.15.3 CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

8.16 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.16.1 Jury Service Program

This Contract is subject to the provisions of the COUNTY's ordinance entitled "Contractor Employee Jury Service" (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. CONTRACTOR's compliance is verified on **Exhibit G - CONTRACTOR Employee Jury Service Program Certification Form and Application for Exception.**

8.16.2 Written Employee Jury Service Policy

8.16.2.1 Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere

to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service.

The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

- 8.16.2.2 For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation, or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
- 8.16.2.3 If CONTRACTOR uses any subcontractor to perform services for COUNTY under this Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract.
- 8.16.2.4 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service

Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

8.16.2.5 CONTRACTOR's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.17 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

The CONTRACTOR shall comply with all wages and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

8.18 CONFIDENTIALITY

The CONTRACTOR shall maintain the confidentiality of all records obtained from GROW participants and/or the COUNTY under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Contract. The CONTRACTOR shall cause each employee performing services covered by the Contract to sign and adhere to **Exhibit F - "Contractor Employee Acknowledgment and Confidentiality Agreement."**

By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid or confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services (DPSS) so designated without written authorization from DPSS.

8.19 CONFLICT OF INTEREST

8.19.1 No COUNTY employee whose position with the COUNTY enables such employee, to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract.

No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

8.19.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.20 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

Should the CONTRACTOR require additional or replacement personnel after the effective date of the Contract to perform the services set forth herein, the CONTRACTOR shall give **first consideration** for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.21 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants, by job category, to the CONTRACTOR. CONTRACTOR shall complete and sign **Exhibit K - Attestation of Willingness to Consider GAIN/GROW Participants.**

NOTE: In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

8.22 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY contractors to voluntarily post the COUNTY's "**Safely Surrendered Baby Law**" poster as set forth in **Exhibit H** of this Contract, in a prominent position at the CONTRACTOR'S place of business. DPSS will supply the CONTRACTOR with the poster to be used.

8.23 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification, **Exhibit R - Charitable Contribution Certificate**, the COUNTY seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with the California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

8.24 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.24.1 Responsible CONTRACTOR

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

8.24.2 Chapter 2.202 of the County Code

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

8.24.3 Non-Responsible CONTRACTOR

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a Contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a Contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

8.24.4 Contractor Hearing Board

If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled

date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.24.5 Review of Debarment Determination

If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment.

The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation.

Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.24.6 Subcontractors of Contractor

These terms shall also apply to Subcontractors/Subconsultants of COUNTY CONTRACTORS.

8.25 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.25.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.25.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.26 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.27 COVENANT AGAINST FEES

CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

8.28 DISCLOSURE OF INFORMATION

CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Contract within the following conditions:

8.28.1 CONTRACTOR shall develop all publicity material in a professional manner.

8.28.2 During the course of performance on this Contract, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the Director. In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

8.28.3 CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this contract with the County of Los Angeles, provided, however, that the requirements of this Section 8.28 shall apply.

8.29 DISPUTES

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or his/her designee, and the Director's or his/her designee's decision shall be final.

8.30 EMPLOYEE SAFETY

The CONTRACTOR will assure that the CONTRACTOR's employees:

8.30.1 Are covered by an effective Injury and Illness Prevention Program.

8.30.2 Receive all required general and specific training on employee safety.

8.31 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Contract are eligible for employment in the United States. The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

CONTRACTOR shall indemnify, defend and hold the COUNTY harmless from any employer sanctions or other liability which may be assessed against the COUNTY or the CONTRACTOR by reason of CONTRACTOR's failure to comply with the foregoing.

8.32 FISCAL ACCOUNTABILITY

CONTRACTOR shall adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget (OMB) Circular 1-122, Cost Principles for Non-Profit Organizations and OMB Circular A-133 Audits for States, Local Governments and Non-Profit Organizations.

8.33 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

8.34 GENERAL INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

8.34.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to COUNTY shall be delivered to:

**Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411**

Attention: Nha Le, County Contract Administrator

prior to commencing services under this Contract. Such certificates or other evidence shall:

- 8.34.1.1 Specifically identify this Contract.
- 8.34.1.2 Clearly evidence all coverage required in this Contract.
- 8.34.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

- 8.34.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract.
- 8.34.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to expenses or fees or both, related investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.34.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

8.34.3 Failure to Maintain Coverage

Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract.

COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

8.34.4 Notification of Incidents, Claims or Suits

CONTRACTOR shall report to COUNTY:

- 8.34.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or

lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

8.34.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

8.34.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.

8.34.4.4 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

8.34.5 Compensation for COUNTY Costs

In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

8.34.6 Insurance Coverage Requirements for Subcontractors

CONTRACTOR shall ensure any and all subcontractors performing services under this Contract to meet the insurance requirements of this Contract by either:

8.34.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

8.34.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.35 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with and governed by the laws of the State of California. Any reference to a specific statute, regulation, or other law is deemed to include a reference to any

amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Division.

8.36 GOVERNMENT OBSERVATIONS

Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with CONTRACTOR performance.

8.37 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

8.38 INDEPENDENT CONTRACTOR STATUS

This Contract is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association as between the COUNTY and the CONTRACTOR. The CONTRACTOR understands and agrees that all persons furnishing services to the COUNTY pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of the CONTRACTOR and not of the COUNTY. The CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the CONTRACTOR pursuant to this Contract.

8.39 INSURANCE COVERAGE REQUIREMENTS

8.39.1 General Liability

General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each occurrence:	\$1 million
Fire Legal Liability:	\$50,000

8.39.2 Automobile Liability

Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles or coverage for "any auto."

8.39.3 Workers' Compensation and Employers' Liability

Workers' Compensation and employers' liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

8.39.4 Property Coverage

Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5 percent of the property value, and shall include:

Real Property and All Other Personal Property – Special form (“all-risk”) coverage for the full replacement value of County-owned or leased property.

8.39.5 Professional Liability

Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

8.40 LIQUIDATED DAMAGES

If CONTRACTOR breaches the Performance Requirements Summary as defined in Attachment A, Statement of Work, Technical Exhibit 1 and 1a, Performance Requirement Summary and Chart, COUNTY will have a claim against CONTRACTOR for the sum specified in the PRS, to be paid by the CONTRACTOR in accordance with the Contract as liquidated damages. This Section shall not, in any manner, restrict or limit the COUNTY’s right to damages for any breach of this Contract, and shall not, in any manner restrict or limit the COUNTY’s right to terminate this Contract as agreed herein.

8.41 NONDISCRIMINATION IN EMPLOYMENT

CONTRACTOR shall comply with all laws and regulations as defined in Equal Employment Opportunity EEO (*U.S. Executive Order 11246* and amended by *U.S. Executive Order 11375* and Supplemented in *Department of Labor Regulations, 41 CFR, Part 60*). CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, national origin, ancestry, religion, sex, marital status, political affiliation, age, or condition of disability, in compliance with all applicable federal and State anti-discrimination laws and regulations.

CONTRACTOR shall ensure that EEO and State-approved Civil Rights posters, "Equal Under the Law," are posted in all the CONTRACTOR's facilities, where they are easily accessible to the CONTRACTOR's employees.

8.41.1 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion,

ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation. Such action shall include, but is not limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.41.2 CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation.
- 8.41.3 CONTRACTOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 8.41 when so requested by the COUNTY.
- 8.41.4 CONTRACTOR shall not discriminate against any employee, or applicant for employment on the basis of race, national origin or ancestry, religion, sex, marital status, political affiliation, age or condition of disability. Practices in hiring, compensation, benefits, and firing are among the employment practices subject to this requirement.
- 8.41.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to cancel, terminate, or suspend this Contract. While COUNTY reserves the right to determine independently that the Equal Employment Opportunity (EEO) provisions of the Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated State or Federal EEO laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the EEO provisions of this Contract.
- 8.41.6 The parties agree that in the event the CONTRACTOR violates the EEO provisions of this Contract, the COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating or suspending this Contract.
- 8.41.7 The CONTRACTOR shall sign **Exhibit C - Contractor's EEO Certification.**

8.42 NOTICES

8.42.1 Notice of Delays

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

8.42.2 Notice of Meetings

The CONTRACTOR shall provide appropriate levels of staff at all meetings, conciliations, grievance, State and other public hearings as requested by the COUNTY. The COUNTY will give five (5) business days prior notice to the CONTRACTOR of the need to attend such meetings or public hearings. If the appropriate CONTRACTOR staff is unavailable to attend, CONTRACTOR shall notify COUNTY immediately and COUNTY will attempt to reschedule the meeting.

The CONTRACTOR may verbally request meetings with the COUNTY, as needed, with five (5) business days advance notice.

The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and the COUNTY.

8.42.3 Delivery of Notices

Delivery of notices shall be accomplished by e-mail, facsimile, hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

8.42.4 Notices to the CONTRACTOR

Any such notice and the envelope containing same notice shall be addressed to the CONTRACTOR at its place of business as follows:

**Los Angeles County Office of Education
GAIN Division
9300 Imperial Highway
Downey, California 90242**

Attention: David Asher, Consultant

8.42.5 Notices to the COUNTY

Notices and envelopes containing same notice to the COUNTY shall be addressed to:

**Department of Public Social Services
Contract Management Division, Section II
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411**

Attention: Nha Le, County Contract Administrator

8.42.6 Changes of Address

Either party can designate a new address by giving written notice to the other party.

8.42.7 Suspension/Termination Notices

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the CONTRACTOR.

8.43 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in **Exhibit N - Internal Revenue Service Notice 1015.**

8.44 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet

regarding the **Safely Surrendered Baby Law**, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in **Exhibit H** of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.45 OWNERSHIP OF DATA/EQUIPMENT

8.45.1 The COUNTY shall be sole owner of all rights, titles and interests in any and all materials, software, software documentation, software tools, techniques, plans, reports, data and information which have been prepared, developed or maintained by CONTRACTOR pursuant to this Contract.

8.45.2 COUNTY shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by CONTRACTOR or by COUNTY, which CONTRACTOR will use to fulfill its responsibilities pursuant to this Contract.

8.46 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from COUNTY and all materials, data, reports and other information of any kind developed by CONTRACTOR under this Contract are confidential to and are solely the property of COUNTY. CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph 8.46, shall survive the expiration or other termination of this Contract.

8.46.1 Recognizing that COUNTY has no way to safeguard trade secrets or proprietary information, CONTRACTOR shall, and does, hereby keep and hold COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by COUNTY of trade secrets and proprietary information. COUNTY shall not require CONTRACTOR to provide any technical information that is proprietary to it, except as is requested by COUNTY to successfully complete the services under the Contract.

8.46.2 COUNTY shall not require CONTRACTOR to provide any information that is proprietary to it; provided, however, that if COUNTY requests CONTRACTOR proprietary information in order to successfully complete the services under this Contract, CONTRACTOR shall mark such information "PROPRIETARY" and COUNTY shall limit reproduction and distribution to the minimum extent consistent with COUNTY's need for such information, and, when COUNTY no longer needs such

information, but in no event later than expiration or other termination of this Contract, COUNTY shall either (1) cause all copies of such information to be returned to CONTRACTOR, or (2) certify to CONTRACTOR that all copies of such information have been destroyed.

8.47 RECORDS

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to the performance of this Contract, books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Section 8.48 Records Retention and Inspection, herein below.

8.48 RECORDS RETENTION AND INSPECTION

8.48.1 The CONTRACTOR agrees that the COUNTY, State and federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract at no cost to the COUNTY. COUNTY reserves the right to conduct record inspection and audits with no advance notification to CONTRACTOR when certain extenuating circumstances exist such as allegations of fraud or abuse.

All such material, including, but not limited to, all financial records, timecards, other employment records, all pertinent costs, accounting, financial records and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to the end of such period, or until audited, whichever is longer. The COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.

8.48.2 The COUNTY, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and business conducted by the

accuracy of the above records and any of the CONTRACTOR's invoices for services provided can be confirmed.

8.48.2.1 All such material shall be maintained by the CONTRACTOR in a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR either (1) pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location, or (2) pay to have such materials promptly returned to a CONTRACTOR facility located in Los Angeles County for examination by the COUNTY.

8.48.2.2 Failure on the part of the CONTRACTOR to comply with the provisions of this Section 8.48 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

8.49 RECYCLED BOND PAPER

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Project.

8.50 REMOVAL OF UNSATISFACTORY PERSONNEL

The COUNTY shall have the right, at its sole discretion to require the CONTRACTOR to remove any employee from the performance of services under this Contract for unsatisfactory performance or any other job-related cause. At the request of the COUNTY, the CONTRACTOR shall immediately replace said personnel.

8.51 RULES AND REGULATIONS

During the time that the CONTRACTOR's employees or agents are at the COUNTY facilities or off-site work locations, such persons shall be subject to the rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations.

CONTRACTOR shall remove and replace any of its employees from the provision of services hereunder within forty-eight (48) hours of receipt of written notice from the Director that (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY

premises, indicate that the employee may adversely affect the delivery of services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder.

8.52 SHRED DOCUMENTS

CONTRACTOR shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with sub-paragraph 8.48.1 of this Contract are to be maintained for a period of five (5) years.

8.53 SUBCONTRACTING

8.53.1 No performance of this Contract or any portion thereof may be subcontracted by the CONTRACTOR without the express written consent of the COUNTY. This written consent shall be provided by way of amendment executed by the DPSS Director pursuant to Section 8.7 (Changes and Amendments of Terms). Any attempt by the CONTRACTOR to subcontract any performance of the terms of this Contract without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of the Contract. In the event of such a breach, the Contract may be terminated forthwith. The COUNTY's determination of whether to approve the CONTRACTOR's request to subcontract shall be completely within the discretion of the COUNTY.

8.53.2 Subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the COUNTY. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under the Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the COUNTY shall not be construed to constitute a determination of the allowability of any cost under the Contract. In no event shall approval of any subcontract by the COUNTY be construed as affecting any increase in the amount provided for in the Contract. The CONTRACTOR's request for approval to enter into a subcontract shall include:

- 8.53.2.1 A description of the service to be provided by the proposed subcontractor;
 - 8.53.2.2 Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
 - 8.53.2.3 An indication of whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veteran business enterprise;
 - 8.53.2.4 A resume of the potential subcontractor's background and experience; and
 - 8.53.2.5 A copy of the proposed subcontract.
- 8.53.3** In the event that the COUNTY should consent to subcontracting, the CONTRACTOR shall include, in all subcontracts, the following provision: *"This Contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."*
- 8.53.4** COUNTY authorizes CONTRACTOR to subcontract for the Vocational/Career Assessment Services and Learning Disabilities Evaluations Services as required in Exhibit A, Statement of Work, Section 4.3, Vocational/Career Assessment Services Requirements and Section 4.4, Learning Disabilities Evaluation Services Requirements.
- 8.53.5** Subcontracts shall comply with Section 604 of the *California Department of Social Services Manual of Policies and Procedures (MPP)*.
- 8.53.6** When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner that will meet the *California Department of Social Services Manual of Policies and Procedures (MPP)*, Sections 23-610 through 23-615.

8.54 TERMINATION FOR CONVENIENCE OF THE COUNTY

- 8.54.1** Performance of services under this Contract may be terminated by the COUNTY, in whole or in part, when such action is deemed by the COUNTY to be in its best interest. Termination of work shall be effected by delivery to the CONTRACTOR of a thirty (30) calendar-day, prior written Notice of Termination. The Notice of

Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

- 8.54.2** If, during the term of this Contract, the COUNTY funds appropriated for the purposes of this Contract are reduced or eliminated, COUNTY may immediately terminate this Contract upon written notice to the CONTRACTOR.
- 8.54.3** After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
 - 8.54.3.1 Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.
 - 8.54.3.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 8.54.4** After receipt of a Notice of Termination, the CONTRACTOR shall submit to the COUNTY, in the form and with the certifications as may be prescribed by the COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the CONTRACTOR to submit its termination claim and invoice within the time allowed, the COUNTY may determine, on the basis of information available to the COUNTY, the amount, if any, due to the CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, the COUNTY shall pay the CONTRACTOR the amount so determined.
- 8.54.5** Upon termination of this Contract, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Contract.
- 8.54.6** Upon termination of this Contract, the CONTRACTOR shall comply with the provisions of Section 8.48, Records Retention and Inspection, herein above.
- 8.54.7** Subject to the provisions of subsection 8.53.4, the COUNTY and the CONTRACTOR shall negotiate an equitable amount to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant to this Section 8.53. Said amount may include a reasonable allowance for overhead on work done

but shall not include an allowance on work terminated. The COUNTY shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract, as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated.

8.55 TERMINATION FOR DEFAULT OF THE CONTRACTOR

8.55.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:

8.55.1.1 Contractor has materially breached this Contract;

8.55.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.55.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.55.2 In the event the COUNTY terminates this Contract in whole or in part as provided in this Section 8.54, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, services similar to those terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services.

The CONTRACTOR shall continue the performance of this Contract to the extent it is not terminated under the provisions of this sub-paragraph.

8.55.3 Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in sub-paragraph 8.54.2 if its failure to perform this Contract arises out of causes beyond the control and without acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign

capacities, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either or them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph 8.54.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.55.4 If, after the COUNTY has given notice of termination under the provisions of this Section 8.54, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section 8.54 or that the default was excusable under the provisions of sub-paragraph 8.54.3, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 8.53, Termination For Convenience of the COUNTY.

8.55.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in sub-paragraph 8.54.1, CONTRACTOR and COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services.

Therefore, CONTRACTOR and COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of subparagraph 8.53.2 be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) of five percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages.

This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amount due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise. These liquidated

damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of sub-paragraph 8.37, Indemnification.

8.55.6 The rights and remedies of the COUNTY provided in this sub-paragraph 8.54 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.56 TERMINATION FOR IMPROPER CONSIDERATION

8.56.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract.

In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

8.56.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

8.56.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.57 TERMINATION FOR INSOLVENCY

8.57.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the means of the Federal Bankruptcy Code;
- b. The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- c. The appointment of a Receiver or Trustee for the CONTRACTOR; or
- d. The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.57.2 The rights and remedies of the COUNTY provided in this subparagraph 8.56 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.58 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.150.010 retained by the CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any County Lobbyist or County Lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

8.59 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The COUNTY's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current Fiscal Year are subject to federal, State or COUNTY's legislative appropriation for this purpose. In the event this Contract extends into

succeeding Fiscal Year periods and the Board of Supervisors or the State or federal Legislature does not allocate sufficient funds for the next succeeding Fiscal Year payments, services shall automatically be terminated as of the end of the then current Fiscal Year.

The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

8.60 TIMELY COMPLETION

Time is of the essence in the provision and completion of the work provided to COUNTY as stipulated in this Contract, as is the timely conveyance of reporting deliverables to COUNTY, as also stipulated in this Contract.

8.61 VALIDITY

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision.

8.62 VERBAL DISCUSSIONS

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.

8.63 WAIVER

No waiver of a breach of any provision of this Contract by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of the COUNTY to enforce, at any time or from time to time, any provision of this Contract, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

8.64 WARRANTY

The CONTRACTOR warrants that all services performed hereunder will comply with **Exhibit A - Statement of Work**, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

The CONTRACTOR shall, within twenty-four (24) hours after oral or written notice from the COUNTY, correct any and all defects, deficiencies,

errors or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

IN WITNESS WHEREOF, CONTRACTOR has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of the Department of Public Social Services thereof, on the dates indicated below.

COUNTY OF LOS ANGELES

By _____
Bryce Yokomizo, Director
Department of Public Social Services

Date

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By _____
David R. Beaudet
Deputy County Counsel

Date

LOS ANGELES COUNTY OFFICE OF EDUCATION

By _____
Ferris Trimble
Director, Business Operations

Date

EXHIBIT A
STATEMENT OF WORK
AND
TECHNICAL EXHIBITS

EXHIBIT A

STATEMENT OF WORK AND TECHNICAL EXHIBITS

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PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name;
- Listen carefully and patiently to customers;
- Be responsive to cultural and linguistic needs;
- Explain procedures clearly; and
- Build on the strengths of families and communities.

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible;
- Provide clear directions and service information;
- Outreach to the community and promote available services;
- Involve families in service plan development; and
- Follow-up to ensure appropriate delivery of services.

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment;
- Ensure a professional atmosphere;
- Display vision, mission, and value statements;

- Provide a clean and comfortable waiting area;
- Ensure privacy; and
- Post complaint and appeals procedures.

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

STATEMENT OF WORK

1. GENERAL

1.1 Scope of Work

CONTRACTOR shall provide all management/administrative services necessary for provision of vocational/career assessments for GAIN and GROW participants and for Learning Disabilities Services for GAIN participants. Learning Disabilities Services shall be structured according to a two-tier system consisting of: a) TIER I: Evaluations With and Without Accommodations; b) TIER II: Learning Disabilities Diagnosis.

These services shall include, but are not limited to, continuous development and maintenance of a current inventory of individual assessors, evaluators and diagnosticians (direct service providers) via subcontracts with private and/or public firms/agencies, training and monitoring of contractor and/or subcontractor personnel, submission of required reports, invoicing, support resolution of subcontractor invoice problems, and provision of a liaison to work with the COUNTY and direct service providers.

1.2 Quality Control

CONTRACTOR shall establish and maintain a COUNTY-approved Quality Control system, which is CONTRACTOR'S internal inspection and review of Intermediary CONTRACTOR'S services, as specified in **Technical Exhibit 1 - Performance Requirements Summary**. Under this system CONTRACTOR, at a minimum, will do the following:

- 1.2.1 Ensure that all CONTRACTOR reports provide acceptable data as required by this Agreement.
- 1.2.2 Provide assurance that CONTRACTOR is in compliance with the provisions of this Agreement.
- 1.2.3 Maintain a file of the results of all quality control efforts and all corrective actions.
- 1.2.4 CONTRACTOR shall use a Participant Questionnaire in a format approved by the COUNTY to obtain feedback on the GAIN/GROW Assessment, Learning Disability Evaluation and Diagnosis process. CONTRACTOR shall send a summary of the responses to the Participant Questionnaire to COUNTY as part of the monthly management report. CONTRACTOR shall also resolve any problems reported on the Participant Questionnaire.

1.3 Subcontract Monitoring

CONTRACTOR shall monitor assessment and learning disabilities evaluations and learning disabilities diagnosis service providers for contract compliance and quality of services. CONTRACTOR shall develop and submit, within twenty (20) business days after the diagnosis design and procedures are approved by COUNTY, its subcontractor monitoring plan for COUNTY's approval. All changes to the approved monitoring plan shall be submitted to COUNTY for approval before such changes are implemented by CONTRACTOR. CONTRACTOR shall also be responsible for notifying any subcontracted learning disabilities specialists that they must be available to attend any State Hearings requested by participants, if necessary.

1.3.1 CONTRACTOR shall utilize the following monitoring methods:

- Random sampling
- 100% review
- User Complaints
- Review of participant service reports
- On-site observation
- Participant surveys, and/or
- Information, reports or data which may be provided by COUNTY.

1.3.2 At a minimum, CONTRACTOR shall monitor all subcontractors at least once each quarter. All new subcontractors shall be monitored on a monthly basis for the first six (6) months. After that, if subcontractors' performances are acceptable, monitoring can be reduced to a quarterly basis. Subcontractors who have exceeded the allowable error rate set forth in the approved monitoring plan shall be monitored monthly until their performance is within the allowable error rate for three (3) consecutive months, after which monitoring may be reduced to a quarterly basis.

All learning disabilities services shall be monitored monthly for the first three (3) months of this Contract. After that, if subcontractors' performances are acceptable, monitoring can be reduced to a quarterly basis. Subcontractors who have exceeded the allowable error rate set forth in the approved monitoring plan shall be monitored monthly until their performance is within the allowable error rate for three (3) consecutive months, after which monitoring may be reduced to a quarterly basis.

1.3.2.1 CONTRACTOR shall maintain the results of all monitoring efforts and all corrective actions taken.

1.3.2.2 CONTRACTOR shall provide a quarterly report of monitoring results to COUNTY Contract Administrator (CCA), for all contractors.

1.3.2.3 CONTRACTOR shall submit a monthly monitoring report for GAIN/GROW to CCA by the 25th calendar day of each month. The report shall include a summary of all monitoring findings of subcontractors and shall include a summary of all corrective actions planned and/or taken to correct substandard performances identified during the monitoring process.

1.4 Quality Assurance

1.4.1 COUNTY shall monitor the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in the Performance Requirement Summary, or any other such procedures as may be necessary to ascertain that the CONTRACTOR is in compliance with this contract.

1.4.2 Performance evaluation meetings shall be held jointly by COUNTY and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report is issued, a meeting shall be held within five (5) business days, or sooner, at the discretion of the CCA.

1.4.3 Contract Discrepancy Reports

Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the Contract Manager.

The CCA will determine whether a formal Contract Discrepancy Report (see **Technical Exhibit 2**) shall be issued.

If a Contract Discrepancy Report is issued, it will be hand delivered (or mailed via U.S. Certified Mail) to the Contract Manager or alternate, who will sign for receipt.

Upon receipt of this document, CONTRACTOR is required to respond in person and/or in writing to the CCA within ten (10) business days, acknowledging the reported discrepancies or presenting contrary evidence, and presenting a program for immediate correction of all failures of performance identified in the Contract Discrepancy Report.

1.4.4 The minutes of all Performance Evaluation Meetings shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the minutes he/she shall submit a written statement to the CCA, within ten (10) business days from the date of receipt of the signed minutes. Failure to do so shall result in the acceptance of the minutes as written. Should the CCA disagree with the Contract Manager's timely written response, any disagreement shall be taken up to the next level in the chain of command.

1.5 Government Observations

Federal, State and/or COUNTY personnel, in addition to departmental contracting staff, may observe performance, activities, and documents under this Agreement at any time during normal working hours. However, personnel may not unreasonably interfere with CONTRACTOR's performance.

1.6 Attendance at and Notice of Meetings

CONTRACTOR shall have appropriate levels of staff attend all meetings requested by COUNTY. COUNTY will notify CONTRACTOR of the need to attend such meetings five (5) business days in advance of each meeting. CONTRACTOR may request meetings with COUNTY as needed with five (5) business days' advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and COUNTY.

1.7 Communication

COUNTY will notify CONTRACTOR orally and with written confirmation upon COUNTY's identification of any problems in CONTRACTOR'S performance of this Agreement. CONTRACTOR shall respond in writing to COUNTY'S inquiries within five (5) business days clarifying the stated problem(s) or confirming corrective action to COUNTY'S satisfaction.

1.8 Hours of Operation

CONTRACTOR shall be available to provide services to COUNTY during normal business hours, Monday through Friday from 8:00 a.m. - 5:00 p.m. To accommodate participants, vocational/career assessments, learning disabilities evaluations, and learning disabilities diagnoses may be conducted in evening hours from 5:00 p.m. to 9:00 p.m., Monday through Friday, or on Saturday from 8:00 a.m. to 5:00 p.m.

CONTRACTOR is not required to provide services on COUNTY recognized holidays and LACOE-approved holidays. The CCA will provide a list of COUNTY holidays to CONTRACTOR when this Agreement is approved and prior to subsequent calendar years. Contract Manager will provide a list of CONTRACTOR holidays to COUNTY when the agreement is approved and prior to subsequent calendar years.

STATEMENT OF WORK

2. COUNTY FURNISHED ITEMS

2.1 Equipment

2.1.1 COUNTY shall furnish and maintain for CONTRACTOR and each Subcontractor one GEARS computer terminal, one printer, one modem, and the necessary transmission line located at 9525 Imperial Highway, Downey, CA for purposes of this Agreement. This equipment remains the property of COUNTY. Upon termination of this Agreement COUNTY shall remove GEARS terminal, printer, modem and the transmission line.

2.1.2 COUNTY shall furnish and maintain for CONTRACTOR and each SUB-CONTRACTOR one GROW computer terminal, one printer, one modem, and the necessary transmission line at each of the direct service assessment sites and at 9525 Imperial Highway, Downey, CA for purposes of this Agreement. This equipment remains the property of COUNTY. Upon termination of this Agreement COUNTY shall remove GROW terminal, printer, modem and the transmission line from each site.

2.1.3 County shall provide the GEARS System Software on existing GEARS of PC terminals located at each of the learning disabilities evaluator sites. County shall provide maintenance, repair and/or replacement, as necessary. The software remains the property of DPSS. Upon termination of this agreement, DPSS shall remove the software.

2.2 Maintenance Repair and Replacement

2.2.1 COUNTY shall provide maintenance, repair and/or replacement due to normal wear and tear, of the GEARS/GROW computer terminals and printers.

2.2.2 COUNTY shall be responsible for all expenses, such as rewiring and telephone circuit rerouting, for the relocation of GEARS/GROW equipment for changes/relocations initiated by County.

2.3 Material

2.3.1 COUNTY shall furnish CONTRACTOR with necessary updated GEARS/GROW instructional material and security information.

2.3.2 When requested by CONTRACTOR, COUNTY shall provide training classes to CONTRACTOR and/or furnish CONTRACTOR with video training tapes for child abuse, elder/dependent adult abuse, civil rights and cultural awareness training.

2.3.3 When requested by CONTRACTOR, COUNTY shall furnish any updates to DPSS Operations Handbook Section 21 and State Manual Section 21-203.2 on Civil Rights Investigations, State Manual Section 23-600 on Purchase of Service, State Manual Chapter 20-000 on Welfare Fraud, Los Angeles Penal Code 11167.5 on Child Abuse and DPSS Administrative Directive 2898, dated 10/14/87 on elder abuse.

2.3.4 COUNTY shall furnish CONTRACTOR with nondiscrimination in services posters.

2.3.5 COUNTY shall furnish CONTRACTOR the updates to the GAIN COUNTY plan as approved by COUNTY.

2.3.6 When requested by CONTRACTOR, COUNTY shall furnish CONTRACTOR with a listing of persons/firms identified by COUNTY as interested in providing GAIN/GROW vocational assessment services.

2.3.7 When requested by CONTRACTOR, COUNTY shall provide CONTRACTOR forms on which to document assessment results for return to COUNTY. The need for these forms from COUNTY shall be minimal as assessors adapt the forms to their computer systems.

2.3.7.1 For GAIN: GN 6013 and GN 6014 and GN 6007.

2.3.7.2 For GROW: ABP 1607, ABP 1608 and ABP 1609.

2.3.8 When requested by CONTRACTOR, COUNTY shall provide CONTRACTOR with Barriers to Employment Screening forms.

2.4 **Service**

2.4.1 COUNTY shall furnish GAIN "train the trainer" training as appropriate for new CONTRACTOR staff only if there is no one on CONTRACTOR's staff that was previously trained.

2.4.2 COUNTY shall provide the following training for CONTRACTOR and direct service staff on a continuing basis: barriers screening, civil rights, cultural awareness, child and elder/dependent adult abuse, and GEARS.

STATEMENT OF WORK

3. CONTRACTOR FURNISHED ITEMS

3.1 Facilities

CONTRACTOR shall furnish all facilities necessary to perform all services required by this contract.

3.2 Equipment and Supplies

3.2.1 CONTRACTOR shall furnish all equipment and supplies necessary to perform all services required by this agreement, except as stated in Attachment A, Section 3.

3.2.2 CONTRACTOR shall obtain in COUNTY'S name, for this agreement, all equipment necessary to perform all services required by this agreement, in accordance with the COUNTY-approved CONTRACTOR'S budget, Attachment B. CONTRACTOR shall provide COUNTY inventories of said equipment. COUNTY shall be the sole owner of the equipment. CONTRACTOR must return all equipment to county upon termination of this Contract.

3.3 Services

3.3.1 CONTRACTOR shall provide all security for GEARS computer terminal and computer access, to ensure that the equipment is secure and confidentiality is maintained. Security measures must be approved by COUNTY computer services staff.

3.3.2 CONTRACTOR shall furnish orientation training and GAIN/GROW update training for staff who have direct contact with the GAIN/GROW participants.

3.4 Materials

CONTRACTOR shall furnish and conspicuously post Equal Employment Opportunity posters in the work and service area.

3.5 Maintenance Repairs and Replacement

3.5.1 CONTRACTOR shall be responsible for repair and replacement costs for all GEARS and GROW equipment damaged, lost or stolen due to CONTRACTOR'S abuse or carelessness, as determined by COUNTY.

3.5.2 CONTRACTOR shall be responsible for all expenses, such as rewiring and telephone circuit rerouting, for the relocation of GEARS/GROW equipment if the relocation is not required by COUNTY.

STATEMENT OF WORK

4. SPECIFIC TASKS

4.1 Management Services

CONTRACTOR shall subcontract with Service Providers, who will provide direct Vocational/Career Assessment Services for GAIN/GROW and Learning Disabilities Evaluation/Diagnosis Services to GAIN participants. CONTRACTOR shall comply with the Los Angeles County Plan and updates, as approved by the Board of Supervisors and the California Department of Social Services.

4.2 Intermediary Functions

CONTRACTOR shall act as intermediary between vocational assessment service providers, learning disabilities evaluation service providers, learning disabilities diagnosis service providers and COUNTY.

4.2.1 CONTRACTOR shall recruit and maintain sufficient subcontractors for ongoing provision of assessment services to GAIN/GROW participants and learning disabilities evaluation/diagnosis services directly to GAIN participants. Subcontractors must be acceptable to DPSS Director and subcontracts will include the direct service provider requirements as specified in Section 4.3, 4.4 and 4.5.

4.2.1.1 CONTRACTOR shall solicit bids for subcontracted direct services through the open competitive bid process.

The Request for Proposals shall be reviewed and approved by COUNTY prior to its release to the public.

4.2.1.2 In awarding subcontracts, CONTRACTOR shall give a higher evaluation to service providers who offer the following:

4.2.1.2.1 Special support systems offered to help GAIN/GROW participants.

4.2.1.2.2 Assessment sites that are easily accessible by public transportation or in mobile units at COUNTY approved facilities, if feasible.

4.2.1.2.3 Availability of assessment administration between 8:00 a.m. and 9:00 p.m. Monday through Friday, and 8:00 a.m. and 5:00 p.m. on Saturdays with the flexibility to meet the participants' child care needs.

4.2.1.2.4 Provision of on-site child care services during administration of assessments.

4.2.1.2.5 Service providers should also receive additional points for times they have been conducting GAIN/GROW assessments.

4.2.2 The CONTRACTOR, using COUNTY provided materials, shall ensure that all contract employees who work directly with GAIN/GROW participants receive an orientation program within thirty (30) calendar days after they start employment. The program shall, at a minimum, include:

4.2.2.1 Introduction to the GAIN/GROW Program;

4.2.2.2 Cultural awareness training;

4.2.2.3 Civil Rights training

4.2.2.4 Child/Elder abuse awareness and reporting training;

4.2.2.5 Training on how to screen, identify and assist participants in coping with and overcoming specific barriers to employment by recommending Mental Health, Substance Abuse and Domestic Violence supportive services and Learning Disabilities activities and refer participants back to the GAIN/GROW Services Worker for a clinical assessment referral/domestic violence services.

4.2.3 CONTRACTOR shall develop, continuously update and maintain COUNTY's Inventory of Vocational/Career Assessment and Learning Disabilities Evaluation/Diagnosis Service Providers in Los Angeles County, using the GEARS/GROW computer terminal. The following information and any other data that may be required will be included in the inventory:

4.2.3.1 Name of institution where assessments will be conducted;

4.2.3.2 Address of institution where assessments will be conducted;

4.2.3.3 Contact person and telephone number;

4.2.3.4 Language capabilities available through each institution;

4.2.3.5 Location of assessment services sessions;

4.2.3.6 Additions, deletions or other changes to the above information shall be entered into the GEARS service provider inventory within five (5) workdays of the change;

4.2.3.7 CONTRACTOR shall notify COUNTY of any changes pertaining to Subcontractors within 24 hours of change.

4.2.4 CONTRACTOR shall monitor assessment service providers for contract compliance and quality of services, as determined by CONTRACTOR and approved by COUNTY. Findings shall be documented in CONTRACTOR's monitoring report to COUNTY.

The report shall include a summary of all corrective actions planned and/or taken to correct substandard performances identified during the monitoring process.

- 4.2.5** CONTRACTOR shall determine assessor qualifications with COUNTY approval.
- 4.2.6** CONTRACTOR shall provide sufficient service providers to provide vocational/career assessments in all languages requested by COUNTY. The primary languages are: English, Spanish, Armenian, Vietnamese, Chinese, Cambodian, Russian and Korean. But other languages may be needed on occasion.
- 4.2.7** CONTRACTOR shall provide a liaison available to assessment providers during COUNTY business hours. CONTRACTOR is not required to provide this service on COUNTY recognized holidays and Los Angeles County Office of Education approved holidays.
- 4.2.8** CONTRACTOR shall ensure that assessment providers have a liaison at the assessment service providers' locations. Liaison shall be available to CONTRACTOR and COUNTY, between 8:00 a.m. and 5:00 p.m. during the regular COUNTY work days of Monday through Friday. The only exception to this is for assessment providers located at school sites and which have to abide by school holidays.
- 4.2.9** CONTRACTOR shall resolve problems and complaints identified by COUNTY which may affect the provision of services to GAIN/GROW participants. If immediate resolution by the assessment service providers is not possible, a plan to resolve problems or complaints will be implemented by the CONTRACTOR and COUNTY notified, within five (5) business days from notice of problem. A copy of resolutions should be sent to CCA.
- 4.2.10** CONTRACTOR shall resolve procedural problems identified by assessment service providers, which may affect the provision of services to GAIN/GROW participants. If immediate resolution is not possible, a plan to resolve problems shall be implemented and service providers notified within five (5) business days.
- 4.2.11** CONTRACTOR shall ensure that Equal Employment Opportunity and Nondiscrimination in Services notices are posted in all CONTRACTOR and Service Provider facilities, where they are easily accessible to contract employees and GAIN/GROW participants. Nondiscrimination in Services notices shall be furnished by COUNTY.
- 4.2.12**
- a) CONTRACTOR must provide and assist participants with completing PA 607 Complaint of Discriminatory Treatment in the participants' primary language;
 - b) CONTRACTOR must maintain a log of civil rights complaints;
 - c) CONTRACTOR must forward all PA 607s to the CCA within (2) two business days;
 - d) CONTRACTOR should not attempt to investigate Civil Rights complaints. Investigations are handled by CRCR.

- 4.2.13 CONTRACTOR shall coordinate all efforts between WIA agencies and GAIN to ensure that the assessment process is not duplicated. The objective here is to encourage development of common assessment and resultant service delivery efforts.
- 4.2.14 CONTRACTOR shall send a Monthly Management Report, in a format approved by COUNTY, to the CCA by the 25th day of each month for the previous month's management activities for GAIN and GROW.
- 4.2.15 CONTRACTOR shall provide translated materials and translation services for Learning Disability Evaluations.
- 4.2.16 CONTRACTOR shall arrange for as-needed interpreter services to assist its subcontracted Learning Disability Assessors in administering the tests to the Limited English Proficient (LEP) participants.

4.3 Vocational/Career Assessment Services Requirements

The following requirements shall be met by assessment service providers conducting GAIN/GROW vocational/career assessments for GAIN/GROW participants:

- 4.3.1 The CONTRACTOR shall ensure that vocational assessments are conducted by persons qualified by education and experience. Assessors shall qualify to provide services for the GAIN/GROW contract by meeting any of the following criteria:

- 4.3.1.1 Masters Degree in a Counseling related field or an appropriate credential. The appropriate credentials shall include: Certified Vocational Evaluator (CVE), Certified Rehabilitation Counselor (CRC), Career Counselor (NCCC or NBCC) and School Counselor (PPS).

For assessors not having the advanced degrees or certification, there are two additional means by which they may meet the minimum qualifications. They are:

- 4.3.1.2 Graduation from an Accredited College with a Bachelors Degree in a Counseling Related Field - The assessor shall have completed a minimum of fifteen (15) semester units in counseling preparation, nine (9) of which shall be in the following areas: guidance principles and techniques, personality development, and test and measurements. The remaining six (6) units must be in the following areas: career counseling techniques, vocational assessment techniques, career and occupational information resources, and counseling techniques for a multi-cultural population.

4.3.1.3 Bachelor's Degree and One Year of Counseling Experience - For the assessment staff not having the required educational background specified in Subsections 4.3.1.1 and 4.3.1.2, the following requirements may also satisfy the minimum qualifications: A Bachelors Degree in an unrelated field, and one year or equivalent full-time experience in vocational counseling under the supervision of an appropriately certified counselor (see Section 4.3.1.1 for appropriate certification).

4.3.2 Language Requirements for Assessments

GAIN/GROW participants are not required to speak English in order to participate in the program. Thus, when required, Assessor shall provide verbal and written instructions in languages other than English. Other languages include all threshold and non-threshold languages.

CONTRACTOR shall utilize the Language Line for non-threshold languages only.

When a non-threshold language becomes a threshold one, COUNTY will notify CONTRACTOR immediately and CONTRACTOR shall ensure that a translator for the new threshold language will be available within thirty (30) days from the day CONTRACTOR was notified of the language status change.

4.3.3 CONTRACTOR shall ensure assessment services providers provide participants with an orientation to the assessment program including information on the:

- Purpose of the GAIN/GROW Program
- Philosophy of the GAIN/GROW Program
- Goals of the GAIN/GROW Vocational Assessment Program
- Goals of the GAIN/GROW Career Assessment Program

4.3.4 Assessment Activities

The assessment activities include at least the following:

- a. Obtaining the participant's work history, and evaluating his/her employment skills, knowledge and ability through appropriate vocational testing.
- b. Reviewing the participant's educational history and evaluating present educational competency level.
- c. Discussing the participant's need for supportive services.

- d. Identifying the participant's employment goal and evaluating his/her chances to achieve the goal, given the participant's current and potential skills and the local labor market conditions.
- e. Developing a mutually agreed upon employment plan and identifying the education, training, job search, work experience and supportive services needed to achieve the employment goal.
- f. Determining the time that will take to achieve the goal.
- g. Evaluating the participant's physical limitations, mental conditions or any barriers, such as substance abuse or domestic violence, that limits the participant's ability for employment or participation in Welfare-to-Work (WtW) activities.
- h. Identifying the available resources to complete the Employment Plan.

The assessment provider shall utilize four (4) major assessment methods, approved by the COUNTY, during the information gathering and testing phase of the assessment.

These methods include:

- Vocational interviews are used for two basic purposes:
 - a) Using a structural interview format, assessors will gather and define relevant vocational information about participants' educational and work experience, vocational interest, employment goals, hobbies and personal needs. During this process, participants are given the opportunity to discover and clarify important information pertaining to their vocational potential.
 - b) These interviews help participants make realistic choices about employment and whether vocational training may be recommended. Given their skills levels, needs, and vocational preferences, participants learn about the options open to them within the parameters, focusing on immediate full-time or part-time employment.
- Vocational interest inventories: A list of questions about job titles, job-related objectives or activities. Individual responses will indicate preference for the titles, objectives or activities. These questionnaires use the "self-report" techniques, i.e., they require the individuals to describe their own characteristics, likes and dislikes. Occupational interest inventories should be available for participants with various levels of verbal skills.
- Educational competency tests: Educational competency evaluation procedures shall be used to determine the participant's work related reading and math skills.

- Individual aptitude or multi-aptitude vocational tests: Multi-aptitude tests measure functional levels of basic work aptitudes, including cognitive, academic, perceptual, and fine motor skills.

Additional tests, to include the following if needed:

- Work-related temperament
- Work values
- Personality
- Work maturity
- Personal/social skills
- Work samples

Assessment instruments shall be unbiased regarding gender. Vocational assessors and career assessors for GAIN/GROW are to utilize additional behavioral tests and observational tools, approved by the County, to screen GAIN/GROW participants for the need of mental health, substance abuse and domestic violence services which would otherwise impair their abilities to find a job or a better job.

For GROW participants, vocational assessors and career assessors are to utilize behavioral tests and observational tools, approved by the COUNTY, to screen GROW participants for the need of mental health and domestic violence services which would otherwise impair their abilities to find a job or a better job.

- 4.3.5** Specific test instruments utilized by the assessment service providers shall be approved by the CONTRACTOR.
- 4.3.6** The full assessment process provided by the assessment service provider shall not be less than eight (8) hours and not exceed twelve (12) hours. The partial-assessment process provided by the assessment provider or Third Party assessment shall not exceed six (6) hours.
- 4.3.7** The assessment service provider shall provide a liaison to COUNTY who will allow the Case Manager to confirm vacancies and appointment dates by telephone prior to participant referral. The assessment service provider/liaison shall be knowledgeable about the GAIN/GROW program, have authority to confirm appointments, and be available, at the assessment service providers locations, between 8:00 a.m. and 5:00 p.m. during the regular COUNTY business days of Monday through Friday. The only exception to this is for assessment providers located at school sites and which have to abide by school holidays.
- 4.3.8** Within one (1) workday of receipt of the telephone referral from the Case Manager, the assessment service provider shall confirm the assessment appointment. The appointment date shall be within seven (7) calendar days of the date the assessment provider received the assessment referral.
- 4.3.9** The assessment service provider shall ensure that he/she be the same person to assess the participant and to be present at the pre and post assessment meetings with the Job Club Facilitator, the Job Developer and the designated GAIN case manager to collect and share information on the participant.

GAIN participant:

The assessment service provider shall complete and mail (via First Class U.S. Mail) the assessment results on a form specified by the COUNTY to the GAIN Case Manager within seven (7) business days from the date of the initial assessment appointment. This should ensure that the GAIN Case Manager receives the assessment within ten (10) business days of the initial assessment appointment.

GROW participant:

The assessment service provider shall ensure that the employment plan developed for the GROW participant can be reasonably completed within the participant's remaining time on aid.

The assessment service provider shall complete and input on the GROW computer system the GROW assessment results within five (5) business days from the date of the initial assessment appointment. The GROW Case Manager shall receive plan via the GROW computer.

The assessment service provider shall send the completed, printed disposition form to GROW Case Manager on a weekly basis.

4.3.10 The assessment service provider shall obtain the assessment referral form from each GAIN/GROW participant.

4.3.10.1 The assessment service provider shall complete the referral form confirming participant's attendance to assessment interview.

4.3.10.2 Within five (5) business days of receipt of the referral form, the assessment service provider shall send (via First Class U.S. Mail) a copy of the completed referral form to the GAIN/GROW Case Manager.

4.3.10.3 The assessment service provider shall retain the original completed referral form on file.

4.3.11 Upon confirmation of the GAIN/GROW participant's assessment appointment, the assessment service provider shall create an assessment file folder for each participant. This file folder shall include all critical documents related to the assessment process, including the GAIN/GROW participant's employment plan. A copy of the employment plan shall follow the GAIN/GROW participant through any subsequent reassessment, reevaluation, and/or third party assessment.

4.3.12 GAIN participant:

The assessment service provider shall notify the GAIN Case Manager in writing, on a form approved by the COUNTY, within three (3) business days, if the GAIN participant fails to show up for the initial assessment appointment or is asked to leave for reasons acceptable to the CONTRACTOR and the COUNTY.

GROW participant:

For GROW, the assessment provider shall update the GROW Computer system within two (2) workdays with a “no show” Status if the GROW participant fails to show for the initial assessment appointment or fails to cooperate with the assessor.

- 4.3.13** The assessment service provider shall provide GAIN/GROW participants an overview of the assessment process which must include the purpose of assessment and related activities.
- 4.3.14** The assessment service provider shall interview each GAIN/GROW participant to determine which assessment instruments are most appropriate for each individual participant. The types of vocational assessment instruments utilized by the assessment service provider shall be subject to approval by the CONTRACTOR.
- 4.3.15** The assessment service provider shall make a referral to the GAIN/GROW case manager, recommending a referral for supportive services/clinical assessment if the threshold is reached during the barriers screening process or if the participant self-discloses a barrier to employment.
- 4.3.16** The assessment service provider shall analyze the results of the completed assessment instruments and discuss the results with the GAIN/GROW participant.
- 4.3.17** The assessment service provider and the GAIN/GROW participant shall jointly develop the employment goals for the GAIN/GROW participant’s Employment Plan. The assessment service provider will:
 - 4.3.17.1 Review any prior assessments and related documents/information such as employment and/or criminal record history to assist in the development of current employment plan.
 - 4.3.17.2 Review the Labor Market Information (LMI) to:
 - 4.3.17.2.1 Ensure that the selected job is a growth or stable occupation; and
 - 4.3.17.2.2 Identify the Occupational Employment Statistics (OES) codes.
 - 4.3.17.3 Review the General Educational Development (GED) and Specific Vocational Preparation (SVP) levels to determine whether the education and training requirements for the selected goals are consistent with services available in the GAIN/GROW Program and can be achieved within the required time limits. An educational and/or training program entered into as a result of the employment plan is limited for GAIN participants to the duration of their 60-month CalWORKs time limits as long as they meet the WTW participation requirements specified in SB1104, and limited for GROW participants’ remaining time on aid.

Plans for a career goal may encompass the services that are already available for vocational assessment (education, training, etc.) plus additional resources that are available in the community such as mentoring, job retention, and life skills. Assessors shall recommend programs of the appropriate duration commensurate with the participants' profiles. Time limits are the time remaining on 60-month clock for GAIN participants and the time remaining during the annual nine-month clock for GROW participants.

4.3.17.4 When the assessment results indicate the participant meets qualifications, experience or aptitude requirements for a non-demand occupation, it can be considered as an employment option, however, to the extent possible, employment goal options should be selected from the LMI, Job Services list, growth or stable occupations. A non-demand occupation can be selected as an employment goal if:

4.3.17.4.1 It is not a declining occupation; and

4.3.17.4.2 Resources are available under the GAIN/GROW Program or in the community to reasonably expect the participant to achieve the employment goal; and

4.3.17.4.3 Expected compensation is at a level which provides the participant with self-sufficiency; and

4.3.17.4.4 The employment goal will be achieved within the required time limits.

4.3.17.5 Discuss career ladder opportunities based on the participant's skills and motivation in conjunction with individual interest.

4.3.17.6 Explore training in non-traditional jobs for women, if appropriate, during the development of the employment plan.

4.3.18 The assessment service provider shall inform the GAIN/GROW participant, at a minimum, of the following factors when developing the employment goal:

4.3.18.1 Normal entry-level and/or journey-level wage ranges for jobs in the occupational field.

4.3.18.2 Normal working conditions for jobs in the occupational field;

4.3.18.3 Normal physical/mental demands of jobs in the occupational field;

4.3.18.4 Normal working hours for jobs in the occupational field;

4.3.18.5 Career ladders in the occupational field when available.

4.3.19 The assessment service provider shall make the GAIN/GROW vocational participant aware that although entry-level wages in a chosen occupational field may be low, the GAIN/GROW vocational participant would be expected

to accept it because once employed, there are better opportunities for increased earnings.

4.3.20 The assessment service provider shall develop for each GAIN/GROW participant an employment plan with which the GAIN/GROW participant agrees. In developing the employment plan, all of the following factors must be considered:

- 4.3.20.1 That there are benefits to be gained by starting a job now to learn skills necessary for success and long-term employment;
- 4.3.20.2 The participant's work history, including employment skills, knowledge and ability;
- 4.3.20.3 The participant's educational history and present educational competency level;
- 4.3.20.4 The participant's prior training, if any. When possible, the evaluation of prior training shall include a determination of why prior training did not result in long term stable employment;
- 4.3.20.5 The participant's need for supportive services in order to best benefit from employment and training services;
- 4.3.20.6 The participant's employment goal and the likelihood of achieving the goal, given the participant's current and potential skills and the local labor market conditions;
- 4.3.20.7 Identification of a goal to be attained upon completion of the participant's program, and the time it will take to achieve the goal. The assessment service provider may recommend available post-assessment services of a duration consistent with COUNTY policy.

For career assessment, the assessment service provider must develop a recommended "career plan" instead of an employment plan. Participants must be assessed for occupations that are beyond entry level based on participant's long term employment goal. The career plan must include all steps necessary for the participant to reach the desired career goal.

For career assessment, the assessment service provider shall recommend available post-assessment services of the appropriate duration.

For the GROW participants, the duration of recommended activities are not to exceed the General Relief participant's remaining time on aid as displayed in the GROW Computers Vocational Assessment screen.

4.3.21 The assessment service provider shall record the assessment results on forms provided by COUNTY. Copies of forms shall be filed in the GAIN/GROW participant's file and a copy shall be sent via First Class U.S. Mail, to the appropriate GAIN/GROW Case Manager within seven (7) business days of the participant's initial assessment interview. The

assessment service provider shall maintain a copy of the assessment file for a period of five (5) years after termination of this contract, unless COUNTY Director's written approval is given to dispose of such material prior to the end of such period.

4.3.22 The assessment service provider shall be available to discuss and provide assessment records to COUNTY, CDSS staff and Third Party Assessors when requested by COUNTY.

4.3.23 If the assessment service provider and GAIN/GROW participant are unable to reach an agreement on the development of an employment goal and/or plan, the assessor shall inform COUNTY and CONTRACTOR using GN 6013 and GN 6014 for GAIN and ABP 1609 for GROW within five (5) business days. This notice shall state the nature of the dispute and describe the issues involved.

4.3.24 Upon referral by COUNTY, the assessment service provider acting as the Third Party Assessor shall review the employment plan and make appropriate recommendations. The original assessor must be available upon request, to discuss and provide assessment records to third party assessor.

Per State regulations, the results of the assessment conducted by the Third Party Assessor shall be binding upon the COUNTY and the participant and shall be used to develop the appropriate employment plan for the participant unless the participant files a request for a State hearing.

4.3.25 The assessment service provider shall participate in the State hearing process within five (5) business days of telephone or written notice from COUNTY. This shall include attendance by necessary staff persons and the provision of necessary records and documents. The assessment service provider shall also provide needed records, documents and written statements for the conciliation and grievance processes when requested by COUNTY.

4.3.26 The assessment service provider shall conduct GAIN vocational reassessments whenever a GAIN participant is referred for such services by the GAIN Case Manager. GAIN participants may be referred for reassessment under the following circumstances:

4.3.26.1 A participant shall be referred for reassessment whenever he/she fails to obtain employment after completion of all activities included in the participant's employment plan.

4.3.26.2 Referrals for reassessment shall also be made when it is deemed necessary by the GAIN Case Manager. Such additional reasons for reassessment may include but are not limited to the following:

4.3.26.2.1 When GAIN participants experience difficulty completing the employment plan recommendations.

4.3.26.2.2 Special circumstances that were not identified during the original assessment process that would preclude the participant from completing the

employment plan activities (e.g., participant allergic to materials in the training environment).

4.3.26.2.3 Unavailability of the training facilities required completing the employment plan and no other vocational training contractor is available within reasonable proximity to provide the required training.

4.3.26.3 The reasons provided for reassessment shall serve as guidelines for determining what actions shall be taken during the reassessment. After a review of the participant's employment plan and any progress in achieving the employment goal, the plan shall be revised as required.

4.3.26.4 All timeliness and processing requirements applicable to processing initial assessments are also applicable to processing reassessments.

4.3.27 The reasons provided for reassessment shall serve as guidelines for determining what actions shall be taken during the reassessment. After a review of the participant's employment plan and any progress in achieving the employment goal, the plan shall be revised as required. The estimated time to complete the reassessment and the amount billed shall be as follows:

4.3.27.1 It is estimated that the reassessment process will take up to six (6) hours for the assessor to complete.

4.3.27.2 After the completion of the reassessment, the assessor shall bill for this service at the rate of one half the cost of a full assessment.

4.3.27.3 All timeliness and processing requirements applicable to processing initial assessments are also applicable to processing reassessments.

4.3.28 The assessment service provider shall protect the confidentiality of all assessment results.

4.3.29 The assessment service provider shall provide verbal and written instructions/material in other languages when available and as requested by the County and its GAIN contractors.

4.3.30 The assessment service provider shall post Equal Employment Opportunity and Nondiscrimination in Services notices in all provider facilities, where they are easily accessible to contract employees and GAIN/GROW participants. Assessment service providers shall ensure compliance with this Agreement's Terms and Conditions, Section VIII, Subsection 8.13.

4.3.31 Most GAIN participants are caretakers of minor children. The majority of them will have school-age children. In order to facilitate the participant's cooperation with program requirements and to minimize the cost of GAIN child care, it is desirable that the GAIN assessments be conducted during

the time the children are in school. Assessors shall be available to conduct business during business hours (i.e., 8:00 a.m. to 5:00 p.m.).

4.3.32 The assessment service provider shall establish and maintain a quality control system acceptable to CONTRACTOR in order to ensure compliance with the requirements in this Section 4.3. Problems found shall be resolved or a plan shall be implemented to resolve problems within five (5) business days of detection. A file of quality control findings shall be maintained by the assessment service provider for five (5) years.

4.3.33 The assessment service provider shall ensure that a Confidentiality Agreement, as illustrated in **Exhibit F**, is signed and a copy is on file for each contract employee prior to beginning work on services provided under this Agreement.

4.3.34 The assessment service provider shall report all suspected or actual fraud discovered if reporting such fraud does not violate provisions of client confidentiality established by the code of ethics of the assessment provider's professional association, certifying agency, or licensing agency. Reports of fraud shall be made in writing to COUNTY, within three (3) business days of discovery.

4.4 Learning Disabilities Evaluation Services Requirements

The following requirements shall be met by the assessment services providers conducting Learning Disabilities Evaluation Services for GAIN participants. These services shall be structured in a two-tiered system which will include:

Tier I: Learning Disabilities Evaluations (With or Without Accommodations); and
Tier II: Learning Disabilities Diagnosis.

Contractor shall assure that all staff providing learning disabilities evaluations meet the following qualifications:

1) A Master's degree or doctorate degree in a counseling-related field with graduate-level coursework in testing and measurement and specific graduate-level coursework relating to the identification and evaluation of learning disabilities, and;

2) Qualification to administer and interpret the specific tests required to evaluate learning disabilities in each of the testing domains as described in subparagraph 4.4.1, which includes approval by the Learning Disabilities test publisher to use the required Learning Disabilities instruments.

The assessment services provider shall take into consideration the participant's short/long-term educational needs in making recommendations for the participant's activities/goals.

4.4.1 Assessment services provider shall conduct/complete a comprehensive Learning Disabilities evaluation for each referred participant. At a minimum, the following domains regarding the participant shall be addressed:

- 4.4.1.1 A diagnostic interview and history taking
- 4.4.1.2 Aptitude/information processing
- 4.4.1.3 Academic achievement, and
- 4.4.1.4 Vocational interview, inventories and tests

4.4.2 Instruments/tests listed below are not intended to be exhaustive. The type of tests administered by the assessment services provider are at the discretion of the learning disabilities evaluators' professional judgment and must match, to the extent possible, the participant's vocational interests. To perform the learning disabilities evaluation, instruments/tests may include, but not be limited to the following:

4.4.2.1 Aptitudes/information processing; The Woodcock-Johnson and Woodcock-Munoz for Spanish, are required instruments. The Wechsler Adult Intelligence Scale (WAIS); BETA III; Test of Non-verbal Intelligence (TONI 3); and Raven Standard Progressive Matrices may be used as needed and

4.4.2.2 Achievement; e.g., Wide Range Achievement Test (WRAT 3), Test of Adult Basic Education (TABE), or Nelson-Denny (reading); and

4.4.2.3 Vocational Interests, as needed, to assist in the development of the Welfare-to-Work plan.

4.4.3 The assessment service provider shall assess/evaluate all existing assessment information to ensure that evaluation services are not duplicated, unless deemed necessary by the evaluator.

4.4.4 The assessment services provider may recommend a diagnosis when the participant presents significant or multiple impairments.

4.4.5 The assessment services provider shall consider the linguistic background of the participant in selecting the Learning Disabilities evaluation tests.

4.4.6 Upon completion of the Learning Disabilities evaluation, the assessment services provider shall discuss with the participant the benefits of Job Club Services as a first Welfare-to-Work activity.

4.4.7 The assessment services provider shall integrate all information gathered during the Learning Disabilities evaluation into a summary report. The assessment services provider shall use direct language in completing the report. The report shall include the following information regarding the participant:

4.4.7.1 Relevant vocational/educational background and history;

4.4.7.2 Documentation and discussion of participant's short/long-term employment goals and generic/specific vocational plans/goals;

- 4.4.7.3 General aptitude;
 - 4.4.7.4 Academic achievement;
 - 4.4.7.5 Cognitive level;
 - 4.4.7.6 Other issues; e.g., physical/mental problems;
 - 4.4.7.7 Areas of strength;
 - 4.4.7.8 Areas of deficit;
 - 4.4.7.9 Learning disabilities and description of each;
 - 4.4.7.10 Related and co-existing disorders and description of each;
 - 4.4.7.11 Recommended short/long-term employment and vocational plan;
 - 4.4.7.12 Appropriateness of current or proposed Welfare-to-Work activity;
 - 4.4.7.13 Recommended accommodations/assistive technology for participant's current or proposed Welfare-to-Work plan and other purposes (e.g., driver's license exam, GED exam);
 - 4.4.7.14 Identification of local resources to assist the participant;
 - 4.4.7.15 Evaluation Summary (including areas of potential impact; rationale for Learning Disability determination).
- 4.4.8** Section 4.4.8.1 through Section 4.4.8.4 must be completed as indicated below:
- 4.4.8.1 The assessment services provider shall give priority in scheduling participants who are identified by the GSW (on the Learning Disabilities referral form) as being in the compliance/sanction process or approaching their time limit on aid.
 - 4.4.8.2 For participants not identified (on the Learning Disabilities referral form) as being in the compliance/sanction process or approaching their time limit on aid, the assessment services provider shall provide a Learning Disabilities evaluation appointment date to the COUNTY when requested via telephone so that the COUNTY can provide this information to the participant immediately after the Learning Disabilities screening is completed. The evaluation appointment shall be no more than seven (7) calendar days from the date of the telephone appointment request.

- 4.4.8.3 The assessment services provider shall provide a liaison to COUNTY who will have authority to make/change Learning Disabilities evaluation appointments.
- 4.4.8.4 The assessment services provider shall notify the GAIN SERVICES WORKER (GSW)/Contracted Case Manager (CCM) within three (3) work days in writing if the participant does not show for the first or second scheduled appointment.
- 4.4.9** The assessment services provider shall update the GEARS Maintain Evaluator Information (MTEI) Screen with the following information:
- Appointment availability
 - Appointment results
 - Learning Disabilities test completed
 - Learning Disabilities results and accommodations
 - Recommendations for employment and vocational goals
 - Communication with the Participant
- 4.4.10** The assessment services provider shall complete and mail (via First Class U.S. Mail or hand deliver) a copy of the evaluation report to the GSW/CCM within eighteen (18) calendar days from the date that the evaluation begins. The Learning Disabilities evaluator shall retain the original completed report on file.
- 4.4.11** The assessment services provider shall ensure that the evaluator is available to discuss the evaluation report by telephone with DPSS staff and the participant, as necessary.
- 4.4.12** The assessment services provider shall provide the participant with written documentation which may be provided to employer(s), schools, etc., as verification of his/her learning disabilities and the recommended reasonable accommodations.
- 4.4.13** The assessment services provider may recommend a Learning Disabilities Diagnosis when the participant presents significant or multiple impairments.
- 4.4.14** The assessment services provider shall recommend a Learning Disabilities Diagnosis if the evaluator and participant are unable to reach an agreement regarding the determination of learning disabilities or accommodations.
- 4.4.15** A Learning Disabilities Diagnosis shall be recommended to resolve disputes with GAIN training and/or educational service providers that present contrary findings based on their own testing for learning disabilities.
- 4.4.16** The assessment services provider shall recommend a Third Party Assessment if the evaluator and participant are unable to reach an agreement on the participant's employment plan portion of the evaluation.

This Third Party Assessment shall be compensated at the partial payment for vocational assessment rate rather than the partial payment for Learning Disabilities Evaluation rate.

4.5 Learning Disabilities Diagnosis Services Requirements

- 4.5.1** After the evaluator conducts the learning disabilities evaluation, and the participant meets the established criteria for further learning disabilities testing and diagnosis, the evaluator will refer the participant to the GAIN Services Worker (GSW) for a Learning Disabilities Diagnosis.
- 4.5.2** Upon determining the need for a diagnosis, the evaluator will send a copy of their evaluation report to the GSW and to the diagnostician or his/her designee within three (3) business days of completing the evaluation. Upon receipt of the evaluation report, the diagnostician, with the evaluator's input and feedback as needed, will determine if a diagnosis can be made based on this information.
- 4.5.3** If a diagnosis can be made without an interview of the participant, a diagnosis report, including any necessary and appropriate recommendations for accommodations, will be created and sent to the GSW within three (3) business days of the completion of the diagnosis.
- 4.5.4** If an interview of the participant is necessary to complete the diagnosis, the diagnostician will contact the GSW to arrange for the appointment. The appointment will include an interview of the participant and any additional testing that may be necessary to complete the diagnosis. Upon completion of the diagnosis, the diagnostician will send his/her diagnosis report, by certified mail, to the GSW, within three (3) business days.

4.6 Performance Measures

CONTRACTOR shall perform in accordance with the following requirements for the Vocational Assessment, Learning Disabilities Evaluation and Learning Disabilities Diagnosis components of the Contract:

1) For Vocational Assessment Component:

- 4.6.1** Provides a comprehensive vocational assessment, whose purpose is to generate information useful to career guidance and planning of job training and placements for GAIN/GROW participants. Enrollment in an approved course of training should be a direct result of this activity.
- 4.6.2** Recruits and maintains sufficient number of assessment service providers to meet the needs of GAIN/GROW participants and to ensure that there is no delay in services provided.

- 4.6.3 Provides orientation to all new contract employees working directly with GAIN/GROW participants within thirty (30) calendar days after they are employed by CONTRACTOR or assessment services provider and maintains up-to-date records of all employees who have received this orientation.
- 4.6.4 Maintains/updates GEARS inventory of assessment providers within five (5) work days after CONTRACTOR/COUNTY determines an update is necessary. CONTRACTOR must provide report to COUNTY showing this has been completed within the acceptable timeframe.
- 4.6.5 Ensures that assessment service providers meet qualifications and demonstrate a commitment to steering participants towards enrollment in training courses with proven job market readiness. Assessment providers will develop a mutually agreed upon employment plan that identifies the education, work experience, training, job search, and supportive services needed to achieve the employment goal.
- 4.6.6 Ensures that bilingual services are available. CONTRACTOR will provide a monthly list of all assessments performed in any non-English or non-Spanish language by the 10th of each following month.
- 4.6.7 Resolves problems and complaints identified by County and/or assessment service providers, or a plan to resolve is implemented within five (5) work days.

2) For Learning Disabilities Evaluations Component:

- 4.6.8 Recruits and maintains sufficient staff for ongoing services.
- 4.6.9 Ensures hired staff meets all California Department of Social Services (CDSS) requirements to perform learning disability (LD) evaluations.
- 4.6.10 Provides a liaison to County to represent the LD program on behalf of the participant during County business hours.
- 4.6.11 Updates the GEARS computer system with pertinent information.
- 4.6.12 Maintains all records as required.

3) For Learning Disabilities Diagnosis Component:

- 4.6.13 Recruits and maintains sufficient staff for ongoing services.
- 4.6.14 Hired staff met all CDSS requirements to perform LD diagnoses.
- 4.6.15 Provides a liaison to the County to represent the LD program on behalf of the participant during County business hours.

4.6.16 Maintains all records as required.

4.6.17 Ensures that an LD diagnosis is performed when formal documentation of an accommodation is needed, or the participant presents significant or multiple impairments.

TECHNICAL EXHIBIT 1
PERFORMANCE REQUIREMENT SUMMARIES

TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENT SUMMARIES

This technical exhibit lists the required management services that will be monitored by COUNTY and the required direct services that shall be monitored by CONTRACTOR. COUNTY will sub-sample CONTRACTOR's monitoring. Also included in the Performance Requirement Summary are the service standards, maximum allowable deviation from perfect performance, and method of monitoring and non-financial penalties for unacceptable performance.

Quality Assurance

At intervals determined by COUNTY, CONTRACTOR's performance will be compared by COUNTY to the contract standards and acceptable quality levels (AQL's) for the Intermediary Contractor, using the Quality Assurance Surveillance Plan (QASP).

COUNTY may utilize a number of monitoring methods to evaluate CONTRACTOR'S performance including, but not limited to:

- Random sampling;
- One hundred percent inspection;
- User complaints;
- Review of management reports;
- On-site observation;
- COUNTY data and records; and/or
- Assessor meeting.

Subcontract Monitoring

Each month, performance by subcontractors will be compared to the contract standards and acceptable quality levels (AQL's) for the assessment service providers, using the COUNTY-approved monitoring plan. The actual monitoring will be done monthly but will be reported to CCA at the end of each quarter.

CONTRACTOR evaluation of subcontractors' performances may include any of the following monitoring methods as approved in the monitoring plan:

- Random sampling;
- One hundred percent inspection;
- User complaints;
- Review of participant service reports;
- On-site observation; and/or
- Information, reports or data which may be provided by COUNTY.

Criteria for Acceptable and Unacceptable Performance

Performance of a service listed in the Performance Requirement Summary is considered acceptable when the number of discrepancies found by COUNTY during contract monitoring does not exceed the number of discrepancies allowed by the AQL.

Untimely Performance or Re-performance

For services reviewed by sampling, CONTRACTOR and/or subcontractors shall be required to immediately correct those activities found to be unacceptable. If immediate resolution is not possible, CONTRACTOR shall implement a plan for resolution within five (5) business days. The correction of problems found shall not improve the overall rating of that service, since the sample represents the entire work required.

Value of Unacceptable Performance

When performance does not conform with the requirements of this Contract, COUNTY shall have the right to apply the following nonperformance penalties:

- Require CONTRACTOR to implement a corrective action plan, which has been approved by COUNTY. In the plan, CONTRACTOR shall explain why performance was unacceptable, how performance will be returned to an acceptable level and how problems will be prevented in the future. This may be applied when the total unacceptable Performance Indicator exceeds 75 points in any random sampling month for CONTRACTOR.
- If the total Unacceptable Performance Indicator exceeds 100 Points in any random sampling month, a Letter will be sent to the DPSS Director and the Superintendent of the Office of Education.
- A Notice will be sent to the Board of Supervisors and the Board of Education if the total Unacceptable Performance Indicator exceeds 150 Points or CONTRACTOR failed to correct the problems after three months from the day CONTRACTOR was notified of the problems.
- Require CONTRACTOR to reduce, suspend or cancel the subcontract of a direct service provider which has serious or repeated incidence of unacceptable performance or systematic deliberate misrepresentations or non-performance. This may be applied when the total unacceptable Performance Indicator exceeds levels agreed to by COUNTY and CONTRACTOR as indicated in the GAIN Vocational Assessment Subcontract Monitoring Plan submitted by CONTRACTOR and approved by COUNTY.
- Notify authorizing or licensing agencies when laws or regulations of that agency are intentionally violated. This will be applied as necessary.

TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY FOR ASSESSMENT SERVICES INTERMEDIARY CONTRACTOR

REQUIRED SERVICE	STANDARD	DEGREE OF DEVIATION ALLOWED (AQL)	METHOD OF MONITORING	PERFORMANCE INDICATOR FOR EXCEEDING AQL
<p>1. Maintain and comply with Quality Control Plan (SOW 1.2).</p> <p>Monitor assessment service provider for contract compliance and quality of services (SOW 4.2.4).</p>	<p>CONTRACTOR maintains and complies with Quality Control Plan.</p> <p>New service providers will be monitored each of the first six months. If performing at acceptable attribute points agreed to by COUNTY and CONTRACTOR, monitoring may then be quarterly.</p>	None	Review of plan and monitoring report.	10 points per error.
<p>2. Provide insurance verification to CCA (Terms and Conditions, Section VIII, Subsection 8.34).</p>	Insurance verification provided as required.	None	Review of insurance verification.	Material breach of contract subject to suspension/termination.
<p>3. Recruit and maintain sufficient assessment service providers to meet the needs of GAIN/GROW participants (SOW 4.2.1).</p>	Maintain sufficient assessor coverage so that there is no backlog in the provision of service to GAIN/GROW participants.	None	User complaints. Review of monthly management report.	5 points per assessment unable to be scheduled due to unavailable assessor.
<p>4. Provide orientation to all new contract employees working directly with GAIN/GROW participants (SOW 4.2.2).</p>	100% of public contact staff trained within thirty (30) calendar days after they are employed by CONTRACTOR or assessment services provider.	None	User complaints. Review of monthly management report.	10 points per error.

TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY FOR ASSESSMENT SERVICES INTERMEDIARY CONTRACTOR

REQUIRED SERVICE	STANDARD	DEGREE OF DEVIATION ALLOWED (AQL)	METHOD OF MONITORING	PERFORMANCE INDICATOR FOR EXCEEDING AQL
<p>5. Maintain/update GEARS inventory of assessment providers (SOW 4.2.3).</p>	<p>Update GEARS within five (5) workdays after CONTRACTOR/COUNTY determines an update is necessary.</p>	<p>None</p>	<p>User complaints. GEARS review.</p>	<p>5 points per error.</p>
<p>6. Provide, at COUNTY's request, a copy of CONTRACTOR's single audit documents (SOW 4.2.4).</p>	<p>Single audit documents received by COUNTY when requested.</p>	<p>None</p>	<p>Review of documents.</p>	<p>10 points per incidence of noncompliance.</p>
<p>7. Ensure that assessment service providers meet qualifications (SOW 4.2.5).</p>	<p>100% of staff employed to conduct assessments meet the minimum qualifications.</p>	<p>None</p>	<p>User complaints. Review of monthly management report.</p>	<p>10 points per error.</p>
<p>8. Ensure bilingual services are available (SOW 4.2.6).</p>	<p>100% of non-English participants are assessed in their native language.</p>	<p>None</p>	<p>User complaints. Review of monthly management report. GSW complaints</p>	<p>5 points per error.</p>
<p>9. Provide liaison available to assessment services providers (SOW 4.2.8).</p>	<p>CONTRACTOR's liaison available to assessment service providers during County business hours.</p>	<p>None</p>	<p>User complaints. On-site observation.</p>	<p>5 points per error.</p>

PERFORMANCE REQUIREMENTS SUMMARY FOR ASSESSMENT SERVICES INTERMEDIARY CONTRACTOR

REQUIRED SERVICE	STANDARD	DEGREE OF DEVIATION ALLOWED (AQL)	METHOD OF MONITORING	PERFORMANCE INDICATOR FOR EXCEEDING AQL
<p>10. Resolve problems and complaints identified by County and/or assessment service provider (SOW 4.2.9, 4.2.10).</p>	<p>100% of problems and complaints are resolved or a plan to resolve is implemented within five workdays.</p>	<p>None</p>	<p>User complaints. Random sample.</p>	<p>2 points per error.</p>
<p>11. Process civil rights complaints filed by GAIN/GROW participants against assessment services providers (SOW 4.2.12).</p>	<p>Civil rights complaints against assessment service providers are processed as required.</p>	<p>None</p>	<p>Review of management reports. User complaints.</p>	<p>5 points per error.</p>
<p>12. Invoices, management and monitoring reports are submitted to COUNTY as required by Section 5.2.</p>	<p>COUNTY receives invoices, management and monitoring reports as required.</p>	<p>None</p>	<p>Review of reports/ invoices.</p>	<p>5 points per error.</p>
<p>13. Confidentiality agreements are signed and on file (Terms & Conditions, Subsection 8.18).</p>	<p>100% of employees have signed confidentiality agreements on file prior to beginning work on this Agreement.</p>	<p>None</p>	<p>User complaints. Review of monthly management reports.</p>	<p>10 points per error.</p>

TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY FOR ASSESSMENT SERVICES INTERMEDIARY CONTRACTOR

REQUIRED SERVICE	STANDARD	DEGREE OF DEVIATION ALLOWED (AQL)	METHOD OF MONITORING	PERFORMANCE INDICATOR FOR EXCEEDING AQL
14. Staff receives training on Cultural awareness.	100% of staff attends training before assignment to provide services.	None	Review of MMR.	5 Points per incidence of non-compliance.
15. Staff receives training on Child/Elder abuse awareness.	100% of staff attends training before assignment to conduct evaluations.	None	Review of MMR.	5 Points per incidence of non-compliance.
16. Staff receives GEARS training.	Appropriate staff to attend training before assignment to provide services.	None	Review of MMR.	5 Points per incidence of non-compliance.
17. Equal Employment Opportunity and Nondiscrimination in Services notices are posted in all CONTRACTOR facilities, where they are easily accessible to contract employees and GAIN participants. (SOW 4.2.11)	100% of CONTRACTOR and assessment services providers sites shall have subject notices publicly posted.	None	Participant complaints. Review MMR. On-site observation.	5 Points per incidence of non-compliance.

TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY FOR ASSESSMENT SERVICES INTERMEDIARY CONTRACTOR

REQUIRED SERVICE	STANDARD	DEGREE OF DEVIATION ALLOWED (AQL)	METHOD OF MONITORING	PERFORMANCE INDICATOR FOR EXCEEDING AQL
<p>18. Shall assess/evaluate existing Vocational Assessment information received from the GSW to ensure that services are not duplicated.</p>	<p>Services are not duplicated.</p>	<p>None</p>	<p>Participant complaints. Review of MMR. Review of tools.</p>	<p>10 Points per incidence of non-compliance.</p>
<p>19. Develop and maintain vital linkages with other relevant organizations to improve services to participating Welfare-to-Work participants.</p>	<p>Develop and establish linkages as required.</p>	<p>None</p>	<p>Review of MMR.</p>	<p>3 Points per incidence of non-compliance for each of the sections identified.</p>
<p>20. Consider the culture and linguistic background of the participant in administering assessments.</p>	<p>Consider linguistic background as required.</p>	<p>None</p>	<p>Participant complaints. GSW Complaints. Review of MMR.</p>	<p>5 Points per incidence of non-compliance.</p>
<p>21. Discuss with the participant the benefits of Job Search.</p>	<p>Discuss benefits of Job Search.</p>	<p>None</p>	<p>Participant complaints. GSW Complaints. Review of MMR.</p>	<p>10 Points for each incidence of non-compliance.</p>

TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY FOR ASSESSMENT SERVICES INTERMEDIARY CONTRACTOR

REQUIRED SERVICE	STANDARD	DEGREE OF DEVIATION ALLOWED (AQL)	METHOD OF MONITORING	PERFORMANCE INDICATOR FOR EXCEEDING AQL
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22. Maintain all records as required.	Maintain records.	None	Review of MMR. Review of records.	3 Points per incidence of non-compliance for each of the sections identified.

**PERFORMANCE REQUIREMENTS SUMMARY FOR
LEARNING DISABILITIES EVALUATIONS SERVICES INTERMEDIARY CONTRACTOR**

REQUIRED SERVICE	STANDARD	AQL	METHOD OF MONITORING	PERFORMANCE INDICATOR FOR EXCEEDING AQL
1. Recruit and maintain sufficient staff for ongoing services.	Maintain sufficient staff coverage in all contracted sites so that there is no backlog in the delivery of services.	0%	Participant complaints. Review of MMR. GSW complaints.	5 Points per evaluation due to staff not available.
2. Hired staff meets all CDSS requirements to perform LD evaluations and/or diagnoses.	100% of staff hired to complete evaluations to meet the minimum requirements.	None	Review of employee records. Review of MMR. Review of evaluation reports.	3 Points per incidence of non-compliance.
3. Staff receives training on Cultural awareness.	100% of staff attends training before assignment to provide services.	None	Review of MMR.	5 Points per incidence of non-compliance.
4. Staff receives training on Child/Elder abuse awareness.	100% of staff attends training before assignment to conduct evaluations.	None	Review of MMR.	5 Points per incidence of non-compliance.
5. Staff receives GEARS training.	Appropriate staff to attend training before assignment to provide services.	None	Review of MMR.	5 Points per incidence of non-compliance.

<p>6. Equal Employment Opportunity and Nondiscrimination in Services notices are posted in all CONTRACTOR facilities, where they are easily accessible to contract employees and GAIN participants.</p>	<p>100% of CONTRACTOR sites shall have subject notices publicly posted.</p>	<p>None</p>	<p>Participant complaints. Review MMR. On-site observation.</p>	<p>5 Points per incidence of non-compliance.</p>
<p>7. Process civil rights complaints from GAIN participants against program staff.</p>	<p>100% of civil rights complaints processed.</p>	<p>None</p>	<p>Participant complaints. Review MMR.</p>	<p>5 Points per incidence of non-compliance.</p>
<p>8. Confidentiality Agreement is signed and a copy is on file for each employee prior to that employee starting work.</p>	<p>100% of employees shall sign the confidentiality agreement form.</p>	<p>None</p>	<p>Participant complaints. Review of MMR.</p>	<p>5 Points per incidence of non-compliance.</p>
<p>9. Use basic tools to measure Basic Skills Achievement.</p>	<p>Subject tools are used.</p>	<p>None</p>	<p>Participant complaints. Review of MMR.</p>	<p>10 Points per incidence of non-compliance.</p>
<p>10. Use basic tools to measure Vocational Interest.</p>	<p>Subject tools are used.</p>	<p>None</p>	<p>Participant complaints. Review of MMR. Review of tools.</p>	<p>10 Points per incidence of non-compliance.</p>
<p>11. Shall assess/evaluate existing Vocational Assessment information received from the GSW to ensure that services are not duplicated.</p>	<p>Services are not duplicated.</p>	<p>None</p>	<p>Participant complaints. Review of MMR. Review of tools.</p>	<p>10 Points per incidence of non-compliance.</p>
<p>12. Use direct language in conducting/completing additional assessment and other services.</p>	<p>Use direct language.</p>	<p>None</p>	<p>Participant complaints. GSW Complaints. Review of MMR.</p>	<p>5 Points per incidence of non-compliance.</p>

<p>13. Consider the culture and linguistic background of the participant in administering assessments.</p>	<p>Consider linguistic background as required.</p>	<p>None</p>	<p>Participant complaints. GSW Complaints. Review of MMR.</p>	<p>5 Points per incidence of non-compliance.</p>
<p>14. Discuss with the participant the benefits of Job Search.</p>	<p>Discuss benefits of Job Search.</p>	<p>None</p>	<p>Participant complaints. GSW Complaints. Review of MMR.</p>	<p>10 Points for each incidence of non-compliance.</p>
<p>15. Integrate all information gathered during the evaluation into a summary report.</p>	<p>Complete each subject task and include in the report.</p>	<p>None</p>	<p>Review of MMR. GSW complaints.</p>	<p>10 Points per incidence of non-compliance.</p>
<p>16. Provide a liaison to COUNTY who will serve to represent the LD program on behalf of the participant.</p>	<p>CONTRACTOR's liaison available to make/change participant schedule of classes and services during business hours.</p>	<p>None</p>	<p>Participant complaints. On-site observation.</p>	<p>5 Points per incidence of non-compliance.</p>
<p>17. Notify the GAIN Services Worker by telephone, if the participant who is referred for LD evaluation does not show. CONTRACTOR shall follow-up in writing.</p>	<p>Notify COUNTY as required.</p>	<p>None</p>	<p>Participant complaints. GSW Complaints. Review of MMR.</p>	<p>5 Points per incidence of non-compliance.</p>
<p>18. CONTRACTOR is available to discuss the Learning Disability report with DPSS staff and the participant, as necessary.</p>	<p>Be available to discuss progress Report.</p>	<p>None</p>	<p>Participant complaints. GSW Complaints. Review of MMR.</p>	<p>3 Points per incidence of non-compliance for each of the sections identified.</p>

<p>19. Update the GEARS computer system.</p>	<p>Update GEARS on the same day information is received unless the GEARS system is not available. If GEARS system is not available, information shall be entered on the same day the system becomes available.</p>	<p>None</p>	<p>Participant complaints. GSW Complaints. Review of MMR.</p>	<p>5 Points per incidence of non-compliance for each of the sections identified.</p>
<p>20. Develop and maintain vital linkages with other relevant organizations to improve services to participating Welfare-to-Work participants.</p>	<p>Develop and establish linkages as required.</p>	<p>None</p>	<p>Review of MMR.</p>	<p>3 Points per incidence of non-compliance for each of the sections identified.</p>
<p>21. Provide comprehensive financial services.</p>	<p>Provide reports as required.</p>	<p>None</p>	<p>Review of MMR.</p>	<p>3 Points per incidence of non-compliance for each of the sections identified.</p>
<p>22. Maintain all records as required.</p>	<p>Maintain records.</p>	<p>None</p>	<p>Review of MMR. Review of records.</p>	<p>3 Points per incidence of non-compliance for each of the sections identified.</p>
<p>23. LD staff receives training on introduction to GAIN program including: program components, program flow, participant requirements and program goals.</p>	<p>100% of staff attends training before assignment to conduct evaluations.</p>	<p>None</p>	<p>Review of MMR.</p>	<p>5 points per incidence of non-compliance.</p>
<p>24. Availability of LD evaluation administration between: 8:00 a.m. - 5:00 p.m. Monday through Friday and on Saturdays from 8:00 a.m. - 5:00 p.m. except COUNTY and scheduled CONTRACTOR holidays.</p>	<p>100% of staff available to accept participants for evaluation.</p>	<p>None</p>	<p>Participant complaints. Review MMR.</p>	<p>5 points per incidence of non-compliance.</p>

<p>25. Complete and provide a Monthly Invoice, Quarterly Reconciliation Invoice, and Monthly Management Report.</p>	<p>COUNTY receives reports as required.</p>	<p>None</p>	<p>Participant complaints. Review of MMR.</p>	<p>5 points per incidence of non-compliance.</p>
<p>26. A diagnostic interview and history.</p>	<p>Specified domain is addressed.</p>	<p>None</p>	<p>Review of evaluation reports. Participant complaints. Review of MMR.</p>	<p>10 points per incidence of non-compliance.</p>
<p>27. Aptitude/Information Processing.</p>	<p>Specified domain is addressed.</p>	<p>None</p>	<p>Review of evaluation reports. Participant complaints. Review of MMR.</p>	<p>10 points per incidence of non-compliance.</p>
<p>28. Academic achievement.</p>	<p>Specified domain is addressed.</p>	<p>None</p>	<p>Review of evaluation reports. Participant complaints. Review of MMR.</p>	<p>10 points per incidence of non-compliance.</p>
<p>29. Vocational interests.</p>	<p>Specified domain is addressed.</p>	<p>None</p>	<p>Review of evaluation reports. Participant complaints. Review of MMR.</p>	<p>10 points per incidence of non-compliance.</p>
<p>30. Validated instruments are used in the LD evaluation and diagnosis process.</p>	<p>Validated instruments are used.</p>	<p>None</p>	<p>Participant complaints. Review of MMR. Review of tools. Review of LD evaluation report.</p>	<p>10 points per incidence of non-compliance.</p>

<p>31. Use basic tools to measure aptitudes/information processing, e.g., Wechsler Adult Intelligence Scale (WAIS), Woodcock-Johnson, Woodcock Munoz for Spanish, BETA III, Test for Non-verbal intelligence (TONI3), and Raven Standard Progressive Matrices.</p>	<p>Subject tools are used.</p>	<p>None</p>	<p>Participant complaints. Review of MMR. Review of tools. Review of LD evaluation report.</p>	<p>10 points per incidence of non-compliance.</p>
<p>32. Use basic tools to measure Achievement, e.g., Wide Range Achievement Test (WRAT 3), Test of Adult Basic Education (TABE), Nelson-Denny (reading).</p>	<p>Subject tools are used.</p>	<p>None</p>	<p>Participant complaints. Review of MMR. Review of tools. Review of LD evaluation report.</p>	<p>10 points per incidence of non-compliance.</p>
<p>33. Use basic tools to measure Vocational Interests.</p>	<p>Subject tools are used.</p>	<p>None</p>	<p>Participant complaints. Review of MMR. Review of tools. Review of LD evaluation report.</p>	<p>10 points per incidence of non-compliance.</p>
<p>34. LD tests administered match, to the extent possible, the participant's employment goal.</p>	<p>LD tests match participant's employment goal.</p>	<p>None</p>	<p>Participant complaints. Review of MMR. Review of tools. Review of LD evaluation report.</p>	<p>5 points per incidence of non-compliance.</p>
<p>35. Perform an LD diagnosis rather than an LD evaluation when formal documentation of an accommodation is needed or the participant presents significant or multiple impairments.</p>	<p>Conduct an LD diagnosis as required.</p>	<p>None</p>	<p>Participant complaints. GSW complaints. Review of MMR.</p>	<p>10 points per incidence of non-compliance.</p>

<p>36. Provide an LD evaluation appointment date to the COUNTY no more than seven (7) calendar days from receipt of the referral or request for appointment.</p>	<p>Provide an LD evaluation appointment date as required.</p>	<p>None</p>	<p>Participant complaints. Review of MMR.</p>	<p>5 points per incidence of non-compliance.</p>
<p>37. Upon confirmation of the GAIN participant's LD evaluation appointment, CONTRACTOR shall create a file folder for each participant.</p>	<p>Folder is created to hold documents as stated in SOW section.</p>	<p>None</p>	<p>Review of folder.</p>	<p>5 points per incidence of non-compliance.</p>
<p>38. Notify the GAIN Services Worker/Contract Case Manager within one (1) work day by telephone, if the participant does not show for the scheduled LD appointment. CONTRACTOR shall follow up in writing within three (3) work days.</p>	<p>Notify COUNTY as required.</p>	<p>None</p>	<p>Participant complaints. GSW complaints. Review of MMR.</p>	<p>5 points per incidence of non-compliance.</p>
<p>39. Complete and mail (via First Class U.S. Mail) a copy of the evaluation report to the GSW/CCM within eighteen (18) calendar days from the date that the evaluation begins. The CONTRACTOR shall retain the original completed report on file.</p>	<p>Provide a copy of the evaluation report within required time frame and retain the original report.</p>	<p>None</p>	<p>GSW complaints. Review of MMR.</p>	<p>5 points per incidence of non-compliance for each of the sections identified.</p>

TECHNICAL EXHIBIT 1B

PERFORMANCE REQUIREMENTS SUMMARY FOR ASSESSMENT AND LEARNING DISABILITIES EVALUATION SERVICE PROVIDERS

	Type*	Wt.	Monitoring Attribute	Evidence of Compliance	Method of Monitoring
1.	FR	5	A file folder containing all relevant assessment materials is maintained for each participant for whom a referral is received.	A file folder is available for review	Review of participant file
2.	FR	3	GN6007 (Notification of Change Form) is completed, signed and dated if participant failed to appear for initial appointment or failed to cooperate.	GN6007 Form is completed, signed and dated and in the participant file.	Review of participant file
3.	FR	3	GN6013 (Disposition Form) is completed, signed and dated by assessor.	GN6013 Form is completed, signed and dated by assessor and is in the participant file.	Review of participant file
4.	FR	5	Partial-Final Memo Form is completed if participant does not complete assessment after the Information Gathering and Testing phase.	Partial-Final Memo Form is completed and in participant file.	Review of participant file
5.	FR	5	Third Party Assessment Memo Form is completed if assessor and participant are unable to reach an agreement in development of the Employment Plan/Career Plan.	Third Party Assessment Memo Form is completed and in participant file.	Review of participant file
6.	FR	5	GN6014 (Employment Plan/Career Plan) is completed, signed and dated by assessor and participant.	Employment Plan/Career Plan is signed and dated by assessor and participant.	Review of participant file
7.	FR	5	LD Evaluation is completed, signed and dated by assessor and participant.	LD Evaluation is completed, signed and dated by assessor and participant.	Review of participant file
8.	FR	5	A referral for a diagnosis is made if the participant crosses the testing threshold or a dispute with the participant arises over the test results.	Documentation of the referral is included in the case notes in the participant folder.	Review of participant file
9.	FR	5	After a diagnosis referral is made and the results are obtained, the diagnosis results are integrated into the LD Evaluation.	LD Evaluation includes recommendations from the diagnosis and the diagnosis is in the participant file.	Review of participant file
10.	FR	5	Employment goals are created for each participant.	GN6014 Form includes both primary and secondary employment goals. LD Evaluation contains three employment goals.	Review of participant file
11.	FR	3	The OES codes for the primary and secondary goals are identified.	The OES codes for all of the employment goals are indicated on the Employment Plan/Career Plan or LD Evaluation.	Review of participant file
12.	FR	3	Review available labor market and occupational data to determine if desired employment goals are appropriate for the participant.	GN6014 or LD Evaluation shows evidence that the labor market information available to the assessor was consulted.	Review of participant file.
13.	FR	5	Use appropriate assessment instruments according to LACOE guidelines.	Test results are maintained in the participant file.	Review of participant file

*FR = File Review, C = Computer, ISV = Intensive Site Visit, DR = Desk Review

TECHNICAL EXHIBIT 1B

PERFORMANCE REQUIREMENTS SUMMARY FOR ASSESSMENT AND LEARNING DISABILITIES EVALUATION SERVICE PROVIDERS

	Type*	Wt.	Monitoring Attribute	Evidence of Compliance	Method of Monitoring
14.	FR	1	If participant refuses to comply with any of the barriers screenings, the GN6136 (Refusal Form) is completed and signed appropriately.	Documentation is in participant file.	Review of participant file
15.	FR	5	Barriers Screening instruments are located in the participant file.	Instruments are located in participant file.	Review of participant file
16.	FR	5	Domestic Violence instrument is administered by assessor and signed by participant	Domestic Violence instrument is completed and in participant folder.	Review of participant file
17.	FR	5	If the participant discloses domestic abuse a request for a referral for domestic violence services is faxed to the appropriate party on the same day when the abuse is reported.	Documentation that call was made and fax was sent in participant file.	Review of participant file
18.	FR	5	Substance Abuse instrument is administered to the participant	Documentation in folder.	Review of participant file
19.	FR	5	Mental Health instrument is administered to participant.	Documentation in folder.	Review of participant file
20.	FR	3	If threshold is reached in substance abuse or mental health, participant is referred back to GSW for a clinical assessment within one workday.	Documentation is in participant file.	Review of participant file
21.	FR	3	Interview form completed to the extent possible.	Interview form completed and in participant file.	Review of participant file
22.	FR	5	Contractor shall report all suspected or actual fraud in writing to DPSS within 3 workdays.	Written evidence is available and timelines are documented in the participant file.	Review of participant file
23.	FR	1	GN6006 (Referral Form) is signed and dated by the assessor.	Form is signed and dated and in the participant file.	Review of participant file
24.	C	1	Assessment appointment scheduled within 7 calendar days of telephone referral to the extent possible.	Time between appointment date and referral date is less than or equal to 7 calendar days.	Computer analysis of data.
25.	C	1	GN6007 is returned within 3 workdays if participant failed to appear for initial appointment or failed to cooperate.	Time between appointment date and return date is less than or equal to 3 workdays.	Computer analysis of data.
26.	C	1	GN6006 is returned to GSW within 5 workdays of first appointment attended date.	Time between appointment date and return date is less than or equal to 3 workdays.	Computer analysis of data.
27.	C	5	Assessment completed within 18 calendar days of initial appointment date.	Time between appointment date and completion date is less than or equal to 18 calendar days.	Computer analysis of data.
28.	C	3	GN6013 (Disposition Form) returned to GSW within 18 calendar days of initial appointment date.	Time between appointment date and return date is less than or equal to 18 calendar days.	Computer analysis of data.
29.	C	5	GN6014 (Employment Plan/Career Plan) returned to GSW within 18 calendar days of initial appointment date.	Time between appointment date and return date is less than or equal to 18 calendar days.	Computer analysis of data.
30.	C	5	LD Evaluation returned to GSW within 18 calendar days of initial appointment.	Time between appointment date and return date is less than or equal to 18 calendar days.	Computer analysis of data.

*FR = File Review, C = Computer, ISV = Intensive Site Visit, DR = Desk Review

TECHNICAL EXHIBIT 1B

PERFORMANCE REQUIREMENTS SUMMARY FOR ASSESSMENT AND LEARNING DISABILITIES EVALUATION SERVICE PROVIDERS

	Type*	Wt.	Monitoring Attribute	Evidence of Compliance	Method of Monitoring
31.	C	5	Partial Final Memo Form returned within 18 calendar days of initial appointment date.	Time between appointment date and return date is less than or equal to 18 calendar days.	Computer analysis of data.
32.	C	5	Third Party Referral Form returned within 5 workdays if assessor and participant are unable to reach an agreement in development of the Employment Plan/Career Plan.	Time between disagreement date and Third Party Referral Form sent date is less than or equal to 5 workdays.	Computer analysis of data.
33.	ISV	1	Liaison is available between the hours of 8:00 a.m. and 5:00 p.m.	Someone is available to take referrals during the program hours.	Spot check calls.
34.	ISV	3	Participants receive an orientation to the assessment program that includes, at a minimum, an explanation of the following: 1) purpose of the GAIN/GROW program, 2) the GAIN philosophy, and 3) the goals of the GAIN assessment program.	Evidence is demonstrated during the Orientation phase of the assessment.	Direct observation.
35.	ISV	3	During the Information Gathering and Test phase of the assessment, an appropriate testing environment is maintained (i.e., proper lighting, test instructions, timing of tests).	Evidence is demonstrated during the Information Gathering and Testing phase of the assessment.	Direct observation.
36.	ISV	5	Test results were scored, analyzed, and discussed with participant.	Evidence is demonstrated at the Vocational Guidance Interview.	Direct observation.
37.	ISV	5	Employment Plan/Career Plan is developed and reviewed with participant.	Evidence is demonstrated at the Vocational Guidance Interview.	Direct observation.
38.	ISV	5	The assessor has reviewed with the participant the Informed Choice Verification section of the Employment Plan/Career Plan.	Evidence is demonstrated at the Vocational Guidance Interview.	Direct observation.
39.	ISV	1	"Nondiscrimination in Services" poster is displayed in a prominent place.	Poster is displayed where participants can see it.	Review of site.
40.	ISV	1	5 year file retention plan being followed.	Agency has a retention plan.	Review of retention plan. Inspection of retention plan (optional).
41.	ISV	3	Participant assessment files are maintained in a confidential and secure manner.	Participant files are stored in a locked file cabinet and are not left unattended in public areas.	Review of participant files storage.
42.	DR	NA	Staff Background Form completed by each assessor who meets contract requirements.	Documentation is on file with LACOE.	Review of documentation file.
43.	DR	NA	Confidentiality procedures are being followed.	All staff working under the contract have completed and submitted a confidentiality agreement to LACOE.	Review of confidentiality file and agency staffing.
44.	DR	NA	Computer data will be received by LACOE within 5 workday of the first day of the month.	Data is received by LACOE by the 5 th workday of the month.	Data is transferred to LACOE computer system.

*FR = File Review, C = Computer, ISV = Intensive Site Visit, DR = Desk Review

TECHNICAL EXHIBIT 1C
PERFORMANCE REQUIREMENTS SUMMARY FOR ASSESSMENT SERVICE PROVIDERS
(CAREER ASSESSMENT)

	Wt.	Monitoring Attributes	CO*	TP*	PF*	NS*	CA*	
FILE REVIEW	1.	5	A file folder is maintained for each participant.	✓	✓	✓	✓	✓
	2.	3	GN6007 is completed.				✓	
	3.	3	GN6013 is completed.	✓	✓	✓		
	4.	5	Partial Final Memo Form is completed.			✓		
	5.	5	Third Party Assessment Memo Form is completed.		✓			
	6.	5	GN6014 is completed.	✓	✓			
	7.	5	Primary and secondary employment goals determined.	✓	✓			
	8.	3	The OES codes for each goal are identified.	✓	✓			
	9.	3	Labor market reviewed.	✓	✓			
	10.	5	Assessment instruments.	✓	✓			
	11.	1	GN6136 (Refusal Form) for barriers screenings.	✓	✓			
	12.	5	Mental Health instrument is administered.	✓	✓			
	13.	5	Substance Abuse instrument is administered.	✓	✓			
	14.	5	Domestic Violence instrument is administered.	✓	✓			
	15.	5	Domestic Violence referral is faxed.	✓	✓			
	16.	5	Mental Health referral is made as needed.	✓	✓			
	17.	3	Substance Abuse referral is made as needed.	✓	✓			
	18.	3	Interview thoroughly completed.	✓	✓	✓		
	19.	5	Report all suspected fraud.	✓	✓	✓		
	20.	1	GN6006 (referral Form) is in file.	✓	✓	✓		
COMPUTER	1.	1	Appointment scheduled within 7 calendar days.	✓	✓	✓	✓	✓
	2.	1	GN6007 returned within 3 workdays.				✓	
	3.	1	GN6006 returned within 5 workdays.	✓	✓	✓		
	4.	5	Assessment completed within 18 calendar days.	✓				
	5.	3	GN6013 returned within 18 calendar days.	✓	✓	✓		
	6.	5	GN6014 returned within 18 calendar days.	✓	✓			
	7.	5	Partial Final Memo returned within 18 calendar days.			✓		
	8.	5	Third Party Referral Form returned within 5 workdays.		✓			
Total Weighted Attribute Points:			82	87	32	10	6	
Total Attributes (Number):			22	23	10	4	2	

*CO = Completion, LDD = Learning Disability Diagnosis Referral, PF = Partial Final, NS = No Show, CA = Cancelled

TECHNICAL EXHIBIT 1C
PERFORMANCE REQUIREMENTS SUMMARY FOR ASSESSMENT SERVICE PROVIDERS
(VOCATIONAL ASSESSMENT)

	Wt.	Monitoring Attributes	CO*	TP*	PF*	NS*	CA*	
FILE REVIEW	1.	5	A file folder is maintained for each participant.	✓	✓	✓	✓	✓
	2.	3	GN6007 is completed.				✓	
	3.	3	GN6013 is completed.	✓	✓	✓		
	4.	5	Partial Final Memo Form is completed.			✓		
	5.	5	Third Party Assessment Memo Form is completed.		✓			
	6.	5	GN6014 is completed.	✓	✓			
	7.	5	Primary and secondary employment goals determined.	✓	✓			
	8.	3	The OES codes for each goal are identified.	✓	✓			
	9.	3	Labor market reviewed.	✓	✓			
	10.	5	Assessment instruments.	✓	✓			
	11.	1	GN6136 (Refusal Form) for barriers screenings.	✓	✓			
	12.	5	Mental Health instrument is administered.	✓	✓			
	13.	5	Substance Abuse instrument is administered.	✓	✓			
	14.	5	Domestic Violence instrument is administered.	✓	✓			
	15.	5	Domestic Violence referral is faxed.	✓	✓			
	16.	5	Mental Health referral is made as needed.	✓	✓			
	17.	3	Substance Abuse referral is made as needed.	✓	✓			
	18.	3	Interview thoroughly completed.	✓	✓	✓		
	19.	5	Report all suspected fraud.	✓	✓	✓		
	20.	1	GN6006 (referral Form) is in file.	✓	✓	✓		
COMPUTER	1.	1	Appointment scheduled within 7 calendar days.	✓	✓	✓	✓	✓
	2.	1	GN6007 returned within 3 workdays.				✓	
	3.	1	GN6006 returned within 5 workdays.	✓	✓	✓		
	4.	5	Assessment completed within 18 calendar days.	✓				
	5.	3	GN6013 returned within 18 calendar days.	✓	✓	✓		
	6.	5	GN6014 returned within 18 calendar days.	✓	✓			
	7.	5	Partial Final Memo returned within 18 calendar days.			✓		
	8.	5	Third Party Referral Form returned within 5 workdays.		✓			
Total Weighted Attribute Points:			82	87	32	10	6	
Total Attributes (Number):			22	23	10	4	2	

*CO = Completion, LDD = Learning Disability Diagnosis Referral, PF = Partial Final, NS = No Show, CA = Cancelled

TECHNICAL EXHIBIT 1C
PERFORMANCE REQUIREMENTS SUMMARY FOR ASSESSMENT SERVICE PROVIDERS
(LEARNING DISABILITIES EVALUATION)

	Wt.	Monitoring Attributes	CO*	LDD*	PF*	NS*	CA*	
FILE REVIEW	1.	5	A file folder is maintained for each participant.	✓	✓	✓	✓	✓
	2.	3	GN6007 is completed.				✓	
	3.	3	GN6013 is completed.	✓	✓	✓		
	4.	5	Partial Final Memo Form is completed.			✓		
	5.	5	LD Evaluation is completed.	✓	✓			
	6.	5	Three employment goals determined.	✓	✓			
	7.	3	The OES codes identified.	✓	✓			
	8.	3	Labor market reviewed.	✓	✓			
	9.	5	Assessment instruments.	✓	✓			
	10.	1	GN6136 (Refusal Form) for barriers screenings.	✓	✓			
	11.	5	Mental Health instrument is administered.	✓	✓			
	12.	5	Substance Abuse instrument is administered.	✓	✓			
	13.	5	Domestic Violence instrument is administered.	✓	✓			
	14.	5	Domestic Violence referral is faxed.	✓	✓			
	15.	3	Mental Health referral is made as needed.	✓	✓			
	16.	3	Substance Abuse referral is made as needed.	✓	✓			
	17.	3	Interview thoroughly completed.	✓	✓	✓		
	18.	5	Report all suspected fraud.	✓	✓	✓		
	19.	5	Referral made to Diagnosis to resolve dispute or if threshold is reached.	✓	✓			
	20.	5	Diagnosis results are integrated into LD Evaluation.		✓			
	21.	1	GN6006 (referral Form) is in file.	✓	✓	✓		
COMPUTER	1.	1	Appointment scheduled within 7 calendar days.	✓	✓	✓	✓	✓
	2.	1	GN6007 returned within 3 workdays.				✓	
	3.	1	GN6006 returned within 5 workdays.	✓	✓	✓		
	4.	5	LD Evaluation completed within 18 calendar days.	✓				
	5.	3	GN6013 returned within 18 calendar days.	✓	✓	✓		
	6.	5	LD Evaluation returned within 18 calendar days.	✓	✓			
	7.	5	Partial Final Memo returned within 18 calendar days.			✓		
Total Weighted Attribute Points:			80	85	32	10	6	
Total Attributes (Number):			22	23	10	4	2	

*CO = Completion, LDD = Learning Disability Diagnosis Referral, PF = Partial Final, NS = No Show, CA = Cancelled

TECHNICAL EXHIBIT 2
CONTRACT DISCREPANCY REPORT

TECHNICAL EXHIBIT 2
CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATE: _____

Prepared _____

Returned by Contractor _____

Action Completed _____

DISCREPANCY OR PROBLEMS: _____

Signature of QAE

Date

CONTRACTOR RESPONSE (Cause and Corrective Action) _____

Signature of Contract Manager

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE _____

COUNTY ACTIONS: _____

Contractor Notified of Action: _____

Signature of County Contract Administrator _____

Contract Manager _____

TECHNICAL EXHIBIT 3
GAIN/GROW INTERMEDIARY CONTRACTOR CIVIL RIGHTS
COMPLAINT ACTIVITY REPORT

TECHNICAL EXHIBIT 3

**GAIN INTERMEDIARY CONTRACTOR
CIVIL RIGHTS COMPLAINT ACTIVITY REPORT**

MONTH : _____

I. Identifying Information

Name of Contractor

Contract ID Number

Address

Contact Person

Telephone Number

II. Source of New Complaints

DPSS _____

GAIN Participant _____

Other: _____ +

Total Received _____

III. Investigation Activity

Number

Carried over from prior month _____

Received during the month _____

Total on hand during month _____

Finalized during the month
(For Disposition, refer to Section IV) _____

Total on hand at the end of month: _____

Distribution: Original 3 copies to DPSS, Fourth copy kept on file by Contractor for 4 years

TECHNICAL EXHIBIT 3

IV INVESTIGATION/COMPLAINT DISPOSITION

Date Received	Case Name	Case Number	Alleged Basis Of Discrimination	Subcontractor Name	Disposition

TECHNICAL EXHIBIT 4
MONTHLY MANAGEMENT REPORT

**LOS ANGELES COUNTY OFFICE OF EDUCATION
MONTHLY MANAGEMENT REPORT (MMR-1)**

Contract: Vocational Assessment

**Report Month: _____
Year: _____**

TO: Los Angeles County Department of Public Social Services

FROM: LACOE Intermediary/Vocational Assessment

The following is a summary of LACOE Intermediary/Vocational Assessment activities:

1.0 Assessment Service Provider Site Reviews:*

_____ **Site reviews were conducted by the Vocational Assessment Intermediary staff.**

_____ **Which of the fourteen (14) required service provider functions are found to be successfully implemented?**

_____ **Which of the fourteen (14) required service provider functions are not being successfully implemented?**

The required service provider functions that are not being successfully implemented are listed below:

Required Function	# of sites where function found to be unsuccessfully implemented	Reasons for service provider implementation problems

*** Contractor shall provide a Contract Compliance Monthly Monitoring Report (MMR-2) for each site monitored and include it as an attachment to this report.**

2.0 List of Occupations and Number Selected in this Monitoring Month:

Occupation Title	Number

TECHNICAL EXHIBIT 5
GAIN PARTICIPANT ASSESSMENT QUESTIONNAIRE

EXHIBIT B
CONTRACTOR'S BUDGET

LINE ITEM BUDGET

PROJECT NAME: GAIN VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES

CONTRACTOR: L. A. County Office of Education
 CONTRACT PERIOD: 7/01/06 - 6/30/07
 FISCAL YEAR: 2006 - 2007

CONTACT PERSON: Dan Miller
 TELEPHONE NUMBER: (562) 922-8610

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

Total Cost

Case Management/Administrative Staff:

Salaries	\$	260,360
Fringe Benefits		97,470
Personnel Subtotal	\$	357,830

OPERATING COSTS

	<u>Monthly Cost</u>	<u>Yearly Cost</u>
Supplies	\$ 567.67	\$ 6,812
Mileage	247.92	2,975
Travel/Conferences	129.00	1,548
Rent/Lease Equipment	14.17	170
Printing	204.33	2,452
Telephone	179.92	2,159
Postage	35.42	425
Copier	77.92	935
Equipment	166.67	2,000
Contract Services-Other	4,233.58	50,803
Rent/Lease-Land & Building	659.58	7,915
Accounting Services	283.33	3,400
Operating Costs - Subtotal	\$ 6,799.50	\$ 81,594

INDIRECT COSTS (List all appropriate)

	<u>Percentage</u>	<u>Yearly Cost</u>
Indirect Cost - Subtotal	7.9%	\$ 34,714
Total Administrative Cost		\$ 474,138

DIRECT SERVICES COSTS:

DIRECT SERVICES

GAIN Vocational/Career Assessment (July-Sept.)	\$	346,500
GAIN Vocational/Career Assessment (Oct.-June)		1,524,600
GAIN Learning Disabilities Evaluations		108,000

Grand Total Contract Cost **\$ 2,453,238**

Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

PERSONNEL SCHEDULE (page 1 of 2)

CONTRACTOR: Los Angeles County Office of Education
CONTRACT PERIOD: 7/01/2006 - 6/30/2007
FISCAL YEAR: 2006 - 2007

CONTACT PERSON: Daniel Miller
TELEPHONE NUMBER: (562) 922-8610

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Director	1	10,199	2.550%	260.07	\$ 3,121
	Coordinator-In-Charge	1	8,785	8.500%	746.73	8,961
	Consultant	1	8,515	85.000%	7,237.75	86,853
	Management Coordinator	1	8,473	2.550%	216.06	2,592
	Administrative Analyst	2	6,193	55.250%	6,843.27	82,119
	Career Dev Program Supv	1	6,193	59.500%	3,684.84	44,218
	Senior Division Secretary	1	4,429	2.550%	112.94	1,355
	Intermediate Typist Clerk	1	3,053	85.000%	2,595.05	31,141
Total Salaries:					21,696.71	\$ 260,360

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Director	Coordinator-in-Charge	Consultant	Management Coordinator	Administrative Analyst	TOTAL
Health Plan (3)	\$ 10,124.80	\$ 10,124.80	\$ 10,124.80	\$ 10,124.80	\$ 20,249.60	\$ 60,748.80
Dental Plan (Included in Health Plan)						
Retirement	10,096.86	8,696.71	8,429.82	15,074.51	22,036.80	64,334.70
SUI	550.59	474.35	459.81	457.65	668.81	2,611.21
Social Security and/or Medicare	1,774.51	1,528.47		7,777.65	11,369.90	22,450.53
Worker's Compensation	7,588.24	6,535.76	6,335.13	6,303.53	9,214.82	35,977.48
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 30,135.00	\$ 27,360.09	\$ 25,349.56	\$ 39,738.14	\$ 63,539.93	\$ 186,122.72
% of Time Allocation by Classification	2.550%	8.500%	85.000%	2.550%	55.250%	
Total Fringe Benefits (4):	\$ 768.44	\$ 2,325.61	\$ 21,547.13	\$ 1,013.32	\$ 35,105.81	\$ 60,760.31

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Catereria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE (page 2 of 2)

CONTRACTOR: Los Angeles County Office of Education
CONTRACT PERIOD: 7/01/2006 - 6/30/2007
FISCAL YEAR: 2006 - 2007

CONTACT PERSON: Daniel Miller
TELEPHONE NUMBER: (562) 922-8610

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Total Salaries:						

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Career Dev Program Supv	Senior Division Secretary	Intermediate Typist Clerk	(5)	TOTAL
	Health Plan (3)	\$ 10,124.80	\$ 9,528.80		
Dental Plan (Included in Health Plan)					
Retirement	11,018.40	7,879.61	5,431.18		24,329.19
SUI	334.40	239.22	164.84		738.46
Social Security and/or Medicare	5,684.96	4,065.49	2,802.22		12,552.67
Worker's Compensation	4,607.41	3,294.90	2,271.08		10,173.39
Long-Term Disability					
Holidays					
Sick Leave					
Vacation					
Life Insurance					
Fringe Benefits per Classification					
Fringe Benefit Subtotal	\$ 31,769.97	\$ 25,008.02	\$ 20,198.12		\$ 76,976.11
% of Time Allocation by Classification	59.500%	2.550%	85.000%		
Total Fringe Benefits (4):	\$ 18,903.13	\$ 637.70	\$ 17,168.40		\$ 36,709.23

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative

Line Item	Narrative/Justification.
Supplies	\$6,812 Funds are required to provide office supplies to contract staff located at LACOE Headquarters. Cost is based on prior years' expenditures for this program.
Mileage	\$2,975 Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The current LACOE rate is \$0.445 per mile. Amount includes costs for contract staff to travel from site to site to monitor assessments as required. Cost is based on prior years' expenditure for this program.
Travel/Conference	\$1,548 Funds are required to allow staff to attend and present at local conferences and other professional development opportunities.
Rent/Lease-Equipment	\$170 Funds are required for pager rental for contract staff (\$7 per month per pager)
Printing	\$2,452 Funds are required to duplicate and print materials as needed. Materials may include information for assessors or LACOE staff. Cost is based on prior years' expenditure for this program.
Telephone	\$2,159 Funds are required for telephone service for contract staff located at LACOE Headquarters. These funds are also utilized for one cell for contract staff which is shared when staff visits sites. Cost is based on prior years' expenditure for this program.
Bulk Metered Postage	\$425 Funds are required to allow staff to mail letters, notices, and other documents via the U.S. Postal System as required by the contract. Cost is based on prior years' expenditure for this program.
Copier	\$935 Funds are required for copier expenses incurred by Vocational Assessment staff at LACOE Headquarters. Funds are also Cost is based on prior years' expenditure for this program.
Non-capitalized Equipment	\$2,000 Please refer to EDP Schedule/Justification.
Contract Services-Other	\$50,803 Contracts Services funds will be utilized for the following: Language Line - as needed for Non-Threshold Languages, \$1.21 per minute Professional Interpreters - as needed, \$500 per day Computer Programming - update database used by assessors Learning Disability Diagnoses - as needed, estimate 2 per month Contract to train assessors as needed, such as for the Learning Disability process or to train new assessors in procedures after new RFP is awarded

Contract Budget Narrative

Line Item		Narrative/Justification.
Rent/Lease Building	\$7,915	Funds are required for rent at LACOE Headquarters for contract staff.
Accounting Services	\$3,400	Funds are required for LACOE Accounting Services that are directly allocated based on program usage. Amount estimated based on previous years' expenditures for other programs.
Indirect Costs	\$34,714	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. The current LACOE indirect support rate for this contract is 7.9%.

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME: GAIN VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES

CONTRACTOR: LACOE **CONTACT PERSON:** Dan Miller
CONTRACT PERIOD: 7/01/2006-6/30/2007 **TELEPHONE NUMBER:** 562-922-8610

DIRECT SERVICES (1)

	LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	GAIN Vocational/Career Assessment (July-Sept)	2,310	\$ 150	\$ 346,500
2	GAIN Vocational/Career Assessment (Oct-June)	6,930	220	1,524,600
3	GAIN Learning Disability Evaluations	270	400	108,000
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Total Direct Services Cost				\$ 1,979,100

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

GAIN VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES

(Project name, Project #)

Department or Agency Los Angeles County Office of Education

Fiscal Year: 2006-07

Contact Person Dan Miller

MOU Date: _____

Phone No. 562-922-8610

Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
1	Laptop Computer	1	\$2,000.00	\$2,000.00
GRAND TOTAL				\$2,000.00

DPSS Review / Approval *(circle one)*:

Name: _____

Title: _____

Division/Section _____

Date: _____

Justification Submitted Yes No

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."
- No EDP equipment over \$5,000 per item.

LINE ITEM BUDGET

PROJECT NAME: GAIN VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES

CONTRACTOR: L. A. County Office of Education
CONTRACT PERIOD: 7/01/07 - 6/30/08
FISCAL YEAR: 2007 - 2008

CONTACT PERSON: Dan Miller
TELEPHONE NUMBER: (562) 922-8610

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

Total Cost

Case Management/Administrative Staff:

Salaries	\$	265,566
Fringe Benefits		99,419
Personnel Subtotal	\$	364,985

OPERATING COSTS

	<u>Monthly Cost</u>	<u>Yearly Cost</u>
Supplies	\$ 567.67	\$ 6,812
Mileage	247.92	2,975
Travel/Conferences	129.00	1,548
Rent/Lease Equipment	14.17	170
Printing	204.33	2,452
Telephone	179.92	2,159
Postage	35.42	425
Copier	77.92	935
Contract Services-Other	4,400.25	52,803
Rent/Lease-Land & Building	659.58	7,915
Accounting Services	283.33	3,400
Operating Costs - Subtotal	\$ 6,799.50	\$ 81,594

INDIRECT COSTS (List all appropriate)

	<u>Percentage</u>	<u>Yearly Cost</u>
Indirect Cost - Subtotal	<u>7.9%</u>	\$ 35,280
Total Administrative Cost		\$ 481,859

DIRECT SERVICES COSTS:

DIRECT SERVICES

GAIN Vocational/Career Assessment	\$	2,032,800
GAIN Learning Disabilities Evaluations		108,000

Grand Total Contract Cost **\$ 2,622,659**

Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

PERSONNEL SCHEDULE (page 1 of 2)

CONTRACTOR: Los Angeles County Office of Education
CONTRACT PERIOD: 7/01/2007 - 6/30/2008
FISCAL YEAR: 2007 - 2008

CONTACT PERSON: Daniel Miller
TELEPHONE NUMBER: (562) 922-8610

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Director	1	10,403	2.550%	265.28	\$ 3,183
	Coordinator-In-Charge	1	8,960	8.500%	761.60	9,139
	Consultant	1	8,685	85.000%	7,382.25	88,587
	Management Coordinator	1	8,642	2.550%	220.37	2,645
	Administrative Analyst	2	6,317	55.250%	6,980.29	83,763
	Career Dev Program Supv	1	6,317	59.500%	3,758.62	45,104
	Senior Division Secretary	1	4,517	2.550%	115.18	1,382
	Intermediate Typist Clerk	1	3,114	85.000%	2,646.90	31,763
Total Salaries:					22,130.49	\$ 265,566

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Director	Coordinator-In-Charge	Consultant	Management Coordinator	Administrative Analyst	TOTAL
Health Plan (3)	\$ 10,327.30	\$ 10,327.30	\$ 10,327.30	\$ 10,327.30	\$ 20,654.60	\$ 61,963.80
Dental Plan (Included in Health Plan)						
Retirement	10,298.82	8,870.71	8,598.41	15,376.08	22,477.56	65,621.58
SUI	561.57	483.88	469.00	466.67	682.21	2,663.33
Social Security and/or Medicare	1,810.20	1,559.06		7,932.94	11,597.30	22,899.50
Worker's Compensation	7,739.61	6,666.47	6,461.84	6,429.41	9,399.13	36,696.46
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 30,737.50	\$ 27,907.42	\$ 25,856.55	\$ 40,532.40	\$ 64,810.80	\$ 189,844.67
% of Time Allocation by Classification	2.550%	8.500%	85.000%	2.550%	55.250%	
Total Fringe Benefits (4):	\$ 783.81	\$ 2,372.13	\$ 21,978.07	\$ 1,033.58	\$ 35,807.97	\$ 61,975.56

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE (page 2 of 2)

CONTRACTOR: Los Angeles County Office of Education
CONTRACT PERIOD: 7/01/2007 - 6/30/2008
FISCAL YEAR: 2007 - 2008

CONTACT PERSON: Daniel Miller
TELEPHONE NUMBER: (562) 922-8610

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Total Salaries:						

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Career Dev Program Supv	Senior Division Secretary	Intermediate Typist Clerk	(5)	TOTAL
Health Plan (3)	\$ 10,327.30	\$ 9,719.40	\$ 9,719.40		\$ 29,766.10
Dental Plan (Included in Health Plan)	11,238.78	8,037.25	5,539.79		24,815.82
Retirement	341.10	243.92	168.13		753.15
SUI	5,798.67	4,146.67	2,858.26		12,803.60
Social Security and/or Medicare	4,699.57	3,360.78	2,316.49		10,376.84
Worker's Compensation					
Long-Term Disability					
Holidays					
Sick Leave					
Vacation					
Life Insurance					
Fringe Benefits per Classification					
Fringe Benefit Subtotal	\$ 32,405.42	\$ 25,508.02	\$ 20,602.07		\$ 78,515.51
% of Time Allocation by Classification	59.500%	2.550%	85.000%		
Total Fringe Benefits (4):	\$ 19,281.22	\$ 650.45	\$ 17,511.76		\$ 37,443.43

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative

Line Item	Narrative/Justification.
Supplies	\$6,812 Funds are required to provide office supplies to contract staff located at LACOE Headquarters. Cost is based on prior years' expenditures for this program.
Mileage	\$2,975 Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The current LACOE rate is \$0.445 per mile. Amount includes costs for contract staff to travel from site to site to monitor assessments as required. Cost is based on prior years' expenditure for this program.
Travel/Conference	\$1,548 Funds are required to allow staff to attend and present at local conferences and other professional development opportunities.
Rent/Lease-Equipment	\$170 Funds are required for pager rental for contract staff (\$7 per month per pager)
Printing	\$2,452 Funds are required to duplicate and print materials as needed. Materials may include information for assessors or LACOE staff. Cost is based on prior years' expenditure for this program.
Telephone	\$2,159 Funds are required for telephone service for contract staff located at LACOE Headquarters. These funds are also utilized for one cell for contract staff which is shared when staff visits sites. Cost is based on prior years' expenditure for this program.
Bulk Metered Postage	\$425 Funds are required to allow staff to mail letters, notices, and other documents via the U.S. Postal System as required by the contract. Cost is based on prior years' expenditure for this program.
Copier	\$935 Funds are required for copier expenses incurred by Vocational Assessment staff at LACOE Headquarters. Funds are also Cost is based on prior years' expenditure for this program.
Contract Services-Other	\$52,803 Contracts Services funds will be utilized for the following: Language Line - as needed for Non-Threshold Languages, \$1.21 per minute Professional Interpreters - as needed, \$500 per day Computer Programming - update database used by assessors Learning Disability Diagnoses - as needed, estimate 2 per month Contract to train assessors as needed, such as for the Learning Disability process or to train new assessors in procedures after new RFP is awarded

Contract Budget Narrative

Line Item		Narrative/Justification.
Rent/Lease Building	\$7,915	Funds are required for rent at LACOE Headquarters for contract staff.
Accounting Services	\$3,400	Funds are required for LACOE Accounting Services that are directly allocated based on program usage. Amount estimated based on previous years' expenditures for other programs.
Indirect Costs	\$35,280	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. The current LACOE indirect support rate for this contract is 7.9%.

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME: GAIN VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES
CONTRACTOR: LACOE **CONTACT PERSON:** Dan Miller
CONTRACT PERIOD: 7/01/2007-6/30/2008 **TELEPHONE NUMBER:** 562-922-8610

DIRECT SERVICES (1)

	LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	GAIN Vocational/Career Assessment	9,240	\$ 220	\$ 2,032,800
2	GAIN Learning Disability Evaluations	270	400	108,000
3				
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Total Direct Services Cost			\$	2,140,800

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

GAIN VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES

Fiscal Year: 2007-08

NOT APPLICABLE

EDP EQUIPMENT SCHEDULE

JUSTIFICATION

Area with horizontal lines for justification text.

Prepared by: Steve Yamarone

Phone No. 562-922-8604

LINE ITEM BUDGET

PROJECT NAME: GAIN VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES

CONTRACTOR: <u>L. A. County Office of Education</u>	CONTACT PERSON: <u>Dan Miller</u>
CONTRACT PERIOD: <u>7/01/08 - 6/30/09</u>	TELEPHONE NUMBER: <u>(562) 922-8610</u>
FISCAL YEAR: <u>2008 - 2009</u>	

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)	Total Cost
---	-------------------

Case Management/Administrative Staff:

Salaries	\$ 270,870
Fringe Benefits	101,408
Personnel Subtotal	\$ 372,278

OPERATING COSTS

	<u>Monthly Cost</u>	<u>Yearly Cost</u>
Supplies	\$ 567.67	\$ 6,812
Mileage	247.92	2,975
Travel/Conferences	129.00	1,548
Rent/Lease Equipment	14.17	170
Printing	204.33	2,452
Telephone	179.92	2,159
Postage	35.42	425
Copier	77.92	935
Contract Services-Other	4,400.25	52,803
Rent/Lease-Land & Building	659.58	7,915
Accounting Services	283.33	3,400
Operating Costs - Subtotal	\$ 6,799.50	\$ 81,594

INDIRECT COSTS (List all appropriate)

	<u>Percentage</u>	<u>Yearly Cost</u>
Indirect Cost - Subtotal	7.9%	\$ 35,856
Total Administrative Cost		\$ 489,728

DIRECT SERVICES COSTS:

DIRECT SERVICES

GAIN Vocational/Career Assessment	\$ 2,032,800
GAIN Learning Disabilities Evaluations	108,000

Grand Total Contract Cost \$ 2,630,528

Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

PERSONNEL SCHEDULE (page 1 of 2)

CONTRACTOR: Los Angeles County Office of Education
CONTRACT PERIOD: 7/01/2008 - 6/30/2009
FISCAL YEAR: 2008 - 2009

CONTACT PERSON: Daniel Miller
TELEPHONE NUMBER: (562) 922-8610

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Director	Director	1	10,611	2.550%	270.58	\$ 3,247
Coordinator-In-Charge	Coordinator-In-Charge	1	9,139	8.500%	776.82	9,322
Consultant	Consultant	1	8,859	85.000%	7,530.15	90,362
Management Coordinator	Management Coordinator	1	8,815	2.550%	224.78	2,697
Administrative Analyst	Administrative Analyst	2	6,443	55.250%	7,119.52	85,434
Career Dev Program Supv	Career Dev Program Supv	1	6,443	59.500%	3,833.59	46,003
Senior Division Secretary	Senior Division Secretary	1	4,608	2.550%	117.50	1,410
Intermediate Typist Clerk	Intermediate Typist Clerk	1	3,176	85.000%	2,699.60	32,395
Total Salaries:					22,572.54	\$ 270,870

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Director	Coordinator-in-Charge	Consultant	Management Coordinator	Administrative Analyst (5)	TOTAL
Health Plan (3)	\$ 10,533.80	\$ 10,533.80	\$ 10,533.80	\$ 10,533.80	\$ 21,067.60	\$ 63,202.80
Dental Plan (Included in Health Plan)						
Retirement	10,505.10	9,048.12	8,770.39	15,683.53	22,927.11	66,934.25
SUI	572.94	493.53	478.39	476.08	695.86	2,716.80
Social Security and/or Medicare	1,846.27	1,590.24	6,591.07	8,091.76	11,829.27	23,357.54
Worker's Compensation	7,894.51	6,799.76		6,558.04	9,587.11	37,430.49
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 31,352.62	\$ 28,465.45	\$ 26,373.65	\$ 41,343.21	\$ 66,106.95	\$ 193,641.88
% of Time Allocation by Classification	2.550%	8.500%	85.000%	2.550%	55.250%	
Total Fringe Benefits (4):	\$ 799.49	\$ 2,419.56	\$ 22,417.60	\$ 1,054.25	\$ 36,524.09	\$ 63,214.99

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE (page 2 of 2)

CONTRACTOR: Los Angeles County Office of Education
CONTRACT PERIOD: 7/01/2008 - 6/30/2009
FISCAL YEAR: 2008 - 2009

CONTACT PERSON: Daniel Miller
TELEPHONE NUMBER: (562) 922-8610

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Total Salaries:						

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Career Dev Program Supv		Senior Division Secretary		Intermediate Typist Clerk		(6)	TOTAL
	\$		\$		\$			
Health Plan (3)								
Dental Plan (Included in Health Plan)								
Retirement								
SUI								
Social Security and/or Medicare								
Worker's Compensation								
Long-Term Disability								
Holidays								
Sick Leave								
Vacation								
Life Insurance								
Fringe Benefits per Classification								
Fringe Benefit Subtotal	\$ 33,053.87		\$ 26,018.51		\$ 21,014.11			\$ 80,086.49
% of Time Allocation by Classification	59.500%		2.550%		85.000%			
Total Fringe Benefits (4):	\$ 19,667.05		\$ 663.47		\$ 17,861.99			\$ 38,192.51

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Calaveria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative

Line Item	Narrative/Justification.
Supplies	\$6,812 Funds are required to provide office supplies to contract staff located at LACOE Headquarters. Cost is based on prior years' expenditures for this program.
Mileage	\$2,975 Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The current LACOE rate is \$0.445 per mile. Amount includes costs for contract staff to travel from site to site to monitor assessments as required. Cost is based on prior years' expenditure for this program.
Travel/Conference	\$1,548 Funds are required to allow staff to attend and present at local conferences and other professional development opportunities.
Rent/Lease-Equipment	\$170 Funds are required for pager rental for contract staff (\$7 per month per pager)
Printing	\$2,452 Funds are required to duplicate and print materials as needed. Materials may include information for assessors or LACOE staff. Cost is based on prior years' expenditure for this program.
Telephone	\$2,159 Funds are required for telephone service for contract staff located at LACOE Headquarters. These funds are also utilized for one cell for contract staff which is shared when staff visits sites. Cost is based on prior years' expenditure for this program.
Bulk Metered Postage	\$425 Funds are required to allow staff to mail letters, notices, and other documents via the U.S. Postal System as required by the contract. Cost is based on prior years' expenditure for this program.
Copier	\$935 Funds are required for copier expenses incurred by Vocational Assessment staff at LACOE Headquarters. Funds are also Cost is based on prior years' expenditure for this program.
Contract Services-Other	\$52,803 Contracts Services funds will be utilized for the following: Language Line - as needed for Non-Threshold Languages, \$1.21 per minute Professional Interpreters - as needed, \$500 per day Computer Programming - update database used by assessors Learning Disability Diagnoses - as needed, estimate 2 per month Contract to train assessors as needed, such as for the Learning Disability process or to train new assessors in procedures after new RFP is awarded

Contract Budget Narrative

Line Item		Narrative/Justification.
Rent/Lease Building	\$7,915	Funds are required for rent at LACOE Headquarters for contract staff.
Accounting Services	\$3,400	Funds are required for LACOE Accounting Services that are directly allocated based on program usage. Amount estimated based on previous years' expenditures for other programs.
Indirect Costs	\$35,856	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. The current LACOE indirect support rate for this contract is 7.9%.

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME: GAIN VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES
CONTRACTOR: LACOE **CONTACT PERSON:** Dan Miller
CONTRACT PERIOD: 7/01/2008-6/30/2009 **TELEPHONE NUMBER:** 562-922-8610

DIRECT SERVICES (1)

	LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	GAIN Vocational/Career Assessment	9,240	\$ 220	\$ 2,032,800
2	GAIN Learning Disability Evaluations	270	400	108,000
3				
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Total Direct Services Cost			\$	\$ 2,140,800

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

GAIN VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES

Fiscal Year: 2008-09

NOT APPLICABLE

EDP EQUIPMENT SCHEDULE

JUSTIFICATION

Lined area for justification text.

Prepared by: Steve Yamarone

Phone No. 562-922-8604

LINE ITEM BUDGET

PROJECT NAME: GROW VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES

CONTRACTOR: L. A. County Office of Education
 CONTRACT PERIOD: 7/01/06 - 6/30/07
 FISCAL YEAR: 2006 - 2007

CONTACT PERSON: Dan Miller
 TELEPHONE NUMBER: (562) 922-8610

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

Total Cost

Case Management/Administrative Staff:

Salaries	\$	45,946
Fringe Benefits		<u>17,200</u>
Personnel Subtotal	\$	<u>63,146</u>

OPERATING COSTS (1)

	<u>Monthly Cost</u>	<u>Yearly Cost</u>
Supplies	\$ 96.75	\$ 1,161
Mileage	<u>43.75</u>	<u>525</u>
Travel/Conferences	<u>22.75</u>	<u>273</u>
Rent/Lease Equipment	<u>2.50</u>	<u>30</u>
Printing	<u>36.00</u>	<u>432</u>
Telephone	<u>31.75</u>	<u>381</u>
Postage	<u>6.25</u>	<u>75</u>
Copier	<u>13.75</u>	<u>165</u>
Contract Services-Other	<u>441.08</u>	<u>5,293</u>
Rent/Lease-Land & Building	<u>116.42</u>	<u>1,397</u>
Accounting Services	<u>50.00</u>	<u>600</u>
Operating Costs - Subtotal	\$ <u>861.00</u>	\$ <u>10,332</u>

INDIRECT COSTS (List all appropriate)

	<u>Percentage</u>	<u>Yearly Cost</u>
Indirect Cost - Subtotal	<u>7.9%</u>	<u>\$ 5,805</u>
Total Administrative Cost		\$ <u>79,283</u>

DIRECT SERVICES COSTS:

DIRECT SERVICES

Type of Service caseload multiplied by cost per case 607,500

Grand Total Contract Cost **\$ 686,783**

Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

PERSONNEL SCHEDULE (page 1 of 2)

CONTRACTOR: Los Angeles County Office of Education
CONTRACT PERIOD: 7/01/2006 - 6/30/2007
FISCAL YEAR: 2006 - 2007

CONTACT PERSON: Daniel Miller
TELEPHONE NUMBER: (562) 922-8610

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Director	1	10,199	0.45%	45.90	\$ 551
	Coordinator-In-Charge	1	8,785	1.50%	131.78	1,581
	Consultant	1	8,515	15.00%	1,277.25	15,327
	Management Coordinator	1	8,473	0.45%	38.13	458
	Administrative Analyst	2	6,193	9.75%	1,207.64	14,492
	Career Dev Program Supv	1	6,193	10.50%	660.27	7,803
	Senior Division Secretary	1	4,429	0.45%	19.93	239
	Intermediate Typist Clerk	1	3,053	15.00%	457.95	5,495
Total Salaries:					3,828.85	\$ 45,946

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Director	Coordinator-In-Charge	Consultant	Management Coordinator	Administrative Analyst (5)	TOTAL
Health Plan (3)	\$ 10,124.80	\$ 10,124.80	\$ 10,124.80	\$ 10,124.80	\$ 20,249.60	\$ 60,748.80
Dental Plan (Included in Health Plan)						
Retirement	10,097.78	8,696.67	8,429.80	15,075.55	22,036.82	64,336.62
SUI	551.11	474.67	459.80	457.78	668.82	2,612.18
Social Security and/or Medicare	1,775.56	1,528.67		7,777.78	11,369.95	22,451.96
Worker's Compensation	7,588.89	6,536.00	6,334.66	6,304.44	9,214.87	35,978.86
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 30,138.14	\$ 27,360.81	\$ 25,349.06	\$ 39,740.35	\$ 63,540.06	\$ 186,128.42
% of Time Allocation by Classification	0.450%	1.500%	15.000%	0.450%	9.750%	
Total Fringe Benefits (4):	\$ 135.62	\$ 410.41	\$ 3,802.36	\$ 178.83	\$ 6,195.16	\$ 10,722.38

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE (page 2 of 2)

CONTRACTOR: Los Angeles County Office of Education
CONTRACT PERIOD: 7/01/2006 - 6/30/2007
FISCAL YEAR: 2006 - 2007

CONTACT PERSON: Daniel Miller
TELEPHONE NUMBER: (562) 922-8610

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Total Salaries: \$ -						

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Career Dev Program Supv	Senior Division Secretary	Intermediate Typist Clerk	(6)	TOTAL
	Health Plan (3) Dental Plan (Included in Health Plan) Retirement SUI Social Security and/or Medicare Worker's Compensation Long-Term Disability Holidays Sick Leave Vacation Life Insurance Fringe Benefits per Classification	\$ 10,124.80 11,018.38 334.38 5,684.95 4,607.43	\$ 9,528.80 7,880.00 240.00 4,066.66 3,295.55		
Fringe Benefit Subtotal	\$ 31,769.94	\$ 25,011.01	\$ 20,198.14		\$ 76,979.09
% of Time Allocation by Classification	10.500%	0.450%	15.000%		
Total Fringe Benefits (4):	\$ 3,335.84	\$ 112.55	\$ 3,029.72		\$ 6,478.11

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative

Line Item	Narrative/Justification.
Supplies	\$1,161 Funds are required to provide office supplies to contract staff located at LACOE Headquarters. Cost is based on prior years' expenditures for this program.
Mileage	\$525 Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The current LACOE rate is \$0.445 per mile. Amount includes costs for contract staff to travel from site to site to monitor assessments as required. Cost is based on prior years' expenditure for this program.
Travel/Conference	\$273 Funds are required to allow staff to attend and present at local conferences and other professional development opportunities.
Rent/Lease-Equipment	\$30 Funds are required for pager rental for contract staff (\$7 per month per pager)
Printing	\$432 Funds are required to duplicate and print materials as needed. Materials may include information for assessors or LACOE staff. Cost is based on prior years' expenditure for this program.
Telephone	\$381 Funds are required for telephone service for contract staff located at LACOE Headquarters. These funds are also utilized for one cell for contract staff which is shared when staff visits sites. Cost is based on prior years' expenditure for this program.
Bulk Metered Postage	\$75 Funds are required to allow staff to mail letters, notices, and other documents via the U.S. Postal System as required by the contract. Cost is based on prior years' expenditure for this program.
Copier	\$165 Funds are required for copier expenses incurred by Vocational Assessment staff at LACOE Headquarters. Funds are also Cost is based on prior years' expenditure for this program.
Contract Services-Other	\$5,293 Contracts Services funds will be utilized for the following: Language Line - as needed for Non-Threshold Languages, \$1.21 per minute Professional Interpreters - as needed, \$500 per day Computer Programming - update database used by assessors Contract to train assessors as needed , or to train new assessors in procedures after new RFP is awarded

Contract Budget Narrative

Line Item		Narrative/Justification.
Rent/Lease Building	\$1,397	Funds are required for rent at LACOE Headquarters for contract staff.
Accounting Services	\$600	Funds are required for LACOE Accounting Services that are directly allocated based on program usage. Amount estimated based on previous years' expenditures for other programs.
Indirect Costs	\$5,805	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. The current LACOE indirect support rate for this contract is 7.9%.

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME: GROW VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES
CONTRACTOR: LACOE
CONTACT PERSON: Dan Miller
CONTRACT PERIOD: 7/01/2006-6/30/2007
TELEPHONE NUMBER: 562-922-8610

DIRECT SERVICES (1)

	LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	GROW Vocational/Career Assessment	750	\$ 150	\$ 112,500
2	<i>July - September</i>			
3				
4	GROW Vocational/Career Assessment	2,250	\$ 220	\$ 495,000
5	<i>October - June</i>			
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Total Direct Services Cost			\$	607,500

Footnote:
(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

GROW VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES

Fiscal Year: 2006-07

NOT APPLICABLE

EDP EQUIPMENT SCHEDULE

JUSTIFICATION

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Prepared by: Steve Yamarone

Phone No. 562-922-8604

LINE ITEM BUDGET

PROJECT NAME: GROW VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES

CONTRACTOR: <u>L. A. County Office of Education</u>	CONTACT PERSON: <u>Dan Miller</u>
CONTRACT PERIOD: <u>7/01/07 - 6/30/08</u>	TELEPHONE NUMBER: <u>(562) 922-8610</u>
FISCAL YEAR: <u>2007 - 2008</u>	

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

Total Cost

Case Management/Administrative Staff:

Salaries	\$	46,864
Fringe Benefits		<u>17,545</u>
Personnel Subtotal	\$	<u>64,409</u>

OPERATING COSTS (1)

	<u>Monthly Cost</u>	<u>Yearly Cost</u>
Supplies	\$ 96.75	\$ 1,161
Mileage	<u>43.75</u>	<u>525</u>
Travel/Conferences	<u>22.75</u>	<u>273</u>
Rent/Lease Equipment	<u>2.50</u>	<u>30</u>
Printing	<u>36.00</u>	<u>432</u>
Telephone	<u>31.75</u>	<u>381</u>
Postage	<u>6.25</u>	<u>75</u>
Copier	<u>13.75</u>	<u>165</u>
Contract Services-Other	<u>441.08</u>	<u>5,293</u>
Rent/Lease-Land & Building	<u>116.42</u>	<u>1,397</u>
Accounting Services	<u>50.00</u>	<u>600</u>
Operating Costs - Subtotal	\$ <u>861.00</u>	\$ <u>10,332</u>

INDIRECT COSTS (List all appropriate)

	<u>Percentage</u>	<u>Yearly Cost</u>
Indirect Cost - Subtotal	<u>7.9%</u>	\$ <u>5,905</u>
Total Administrative Cost		\$ <u>80,646</u>

DIRECT SERVICES COSTS:

DIRECT SERVICES

Type of Service caseload multiplied by cost per case		<u>660,000</u>
Grand Total Contract Cost	\$	<u>740,646</u>

Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

PERSONNEL SCHEDULE (page 1 of 2)

CONTRACTOR: Los Angeles County Office of Education
CONTRACT PERIOD: 7/01/2007 - 6/30/2008
FISCAL YEAR: 2007 - 2008

CONTACT PERSON: Daniel Miller
TELEPHONE NUMBER: (562) 922-8610

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Director	1	10,403	0.45%	46.81	\$ 562
	Coordinator-In-Charge	1	8,960	1.50%	134.40	1,613
	Consultant	1	8,685	15.00%	1,302.75	15,633
	Management Coordinator	1	8,642	0.45%	38.89	466
	Administrative Analyst	2	6,317	9.75%	1,231.82	14,782
	Career Dev Program Supv	1	6,317	10.50%	663.29	7,959
	Senior Division Secretary	1	4,517	0.45%	20.33	244
	Intermediate Typist Clerk	1	3,114	15.00%	467.10	5,605
Total Salaries:					3,905.39	\$ 46,864

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Director	Coordinator-In-Charge	Consultant	Management Coordinator	Administrative Analyst (5)	TOTAL
Health Plan (3)	\$ 10,327.30	\$ 10,327.30	\$ 10,327.30	\$ 10,327.30	\$ 20,654.60	\$ 61,963.80
Dental Plan (Included in Health Plan)						
Retirement	10,300.00	8,870.67	8,598.40	15,375.56	22,477.54	65,622.17
SUI	562.22	484.00	469.00	466.67	682.15	2,664.04
Social Security and/or Medicare	1,811.11	1,559.33		7,933.33	11,597.33	22,901.10
Worker's Compensation	7,740.00	6,666.67	6,461.87	6,428.89	9,399.18	36,696.61
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 30,740.63	\$ 27,907.97	\$ 25,856.57	\$ 40,531.75	\$ 64,810.80	\$ 189,847.72
% of Time Allocation by Classification	0.450%	1.500%	15.000%	0.450%	9.750%	
Total Fringe Benefits (4):	\$ 138.33	\$ 418.62	\$ 3,878.49	\$ 182.39	\$ 6,319.05	\$ 10,936.88

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE (page 2 of 2)

CONTRACTOR: Los Angeles County Office of Education
CONTRACT PERIOD: 7/01/2007 - 6/30/2008
FISCAL YEAR: 2007 - 2008

CONTACT PERSON: Daniel Miller
TELEPHONE NUMBER: (562) 922-8610

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Total Salaries: \$ - - \$						

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Career Dev Program Supv	Senior Division Secretary	Intermediate Typist Clerk	(5)	TOTAL
Health Plan (3)	\$ 10,327.30	\$ 9,719.40	\$ 9,719.40		\$ 29,766.10
Dental Plan (Included in Health Plan)	11,238.78	8,037.78	5,539.80		24,816.36
Retirement	341.11	244.44	168.13		753.68
SUI	5,798.67	4,146.67	2,858.20		12,803.54
Social Security and/or Medicare	4,699.56	3,360.00	2,316.47		10,376.03
Worker's Compensation					
Long-Term Disability					
Holidays					
Sick Leave					
Vacation					
Life Insurance					
Fringe Benefits per Classification					
Fringe Benefit Subtotal	\$ 32,405.42	\$ 25,508.29	\$ 20,602.00		\$ 78,515.71
% of Time Allocation by Classification	10.500%	0.450%	15.000%		
Total Fringe Benefits (4):	\$ 3,402.57	\$ 114.79	\$ 3,090.30		\$ 6,607.66

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if California Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative

Line Item	Narrative/Justification.
Supplies	\$1,161 Funds are required to provide office supplies to contract staff located at LACOE Headquarters. Cost is based on prior years' expenditures for this program.
Mileage	\$525 Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The current LACOE rate is \$0.445 per mile. Amount includes costs for contract staff to travel from site to site to monitor assessments as required. Cost is based on prior years' expenditure for this program.
Travel/Conference	\$273 Funds are required to allow staff to attend and present at local conferences and other professional development opportunities.
Rent/Lease-Equipment	\$30 Funds are required for pager rental for contract staff (\$7 per month per pager)
Printing	\$432 Funds are required to duplicate and print materials as needed. Materials may include information for assessors or LACOE staff. Cost is based on prior years' expenditure for this program.
Telephone	\$381 Funds are required for telephone service for contract staff located at LACOE Headquarters. These funds are also utilized for one cell for contract staff which is shared when staff visits sites. Cost is based on prior years' expenditure for this program.
Bulk Metered Postage	\$75 Funds are required to allow staff to mail letters, notices, and other documents via the U.S. Postal System as required by the contract. Cost is based on prior years' expenditure for this program.
Copier	\$165 Funds are required for copier expenses incurred by Vocational Assessment staff at LACOE Headquarters. Funds are also Cost is based on prior years' expenditure for this program.
Contract Services-Other	\$5,293 Contracts Services funds will be utilized for the following: Language Line - as needed for Non-Threshold Languages, \$1.21 per minute Professional Interpreters - as needed, \$500 per day Computer Programming - update database used by assessors Contract to train assessors as needed , or to train new assessors in procedures after new RFP is awarded

Contract Budget Narrative

Line Item		Narrative/Justification.
Rent/Lease Building	\$1,397	Funds are required for rent at LACOE Headquarters for contract staff.
Accounting Services	\$600	Funds are required for LACOE Accounting Services that are directly allocated based on program usage. Amount estimated based on previous years' expenditures for other programs.
Indirect Costs	\$5,905	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. The current LACOE indirect support rate for this contract is 7.9%.

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME: GROW VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES
CONTRACTOR: LACOE
CONTACT PERSON: Dan Miller
CONTRACT PERIOD: 7/01/2007-6/30/2008
TELEPHONE NUMBER: 562-922-8610

DIRECT SERVICES (1)

LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1 GROW Vocational/Career Assessment	3,000	\$ 220	\$ 660,000
2			
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Total Direct Services Cost			\$ 660,000

Footnote:
(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

GROW VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES

Fiscal Year: 2007-08

NOT APPLICABLE

EDP EQUIPMENT SCHEDULE

JUSTIFICATION

Area with horizontal lines for justification text.

Prepared by: Steve Yamarone

Phone No. 562-922-8604

LINE ITEM BUDGET

PROJECT NAME: GROW VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES

CONTRACTOR: L. A. County Office of Education
CONTRACT PERIOD: 7/01/08 - 6/30/09
FISCAL YEAR: 2008 - 2009

CONTACT PERSON: Dan Miller
TELEPHONE NUMBER: (562) 922-8610

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule) Total Cost

Case Management/Administrative Staff:

Salaries	\$	47,801
Fringe Benefits		17,895
Personnel Subtotal	\$	65,696

OPERATING COSTS (1)

	<u>Monthly Cost</u>	<u>Yearly Cost</u>
Supplies	\$ 96.75	\$ 1,161
Mileage	43.75	525
Travel/Conferences	22.75	273
Rent/Lease Equipment	2.50	30
Printing	36.00	432
Telephone	31.75	381
Postage	6.25	75
Copier	13.75	165
Contract Services-Other	441.08	5,293
Rent/Lease-Land & Building	116.42	1,397
Accounting Services	50.00	600
Operating Costs - Subtotal	\$ 861.00	\$ 10,332

INDIRECT COSTS (List all appropriate)

	<u>Percentage</u>	<u>Yearly Cost</u>
Indirect Cost - Subtotal	7.9%	\$ 6,006
Total Administrative Cost		\$ 82,034

DIRECT SERVICES COSTS:

DIRECT SERVICES

Type of Service caseload multiplied by cost per case 660,000

Grand Total Contract Cost \$ 742,034

Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

PERSONNEL SCHEDULE (page 1 of 2)

CONTRACTOR: Los Angeles County Office of Education
CONTRACT PERIOD: 7/01/2008 - 6/30/2009
FISCAL YEAR: 2008 - 2009

CONTACT PERSON: Daniel Miller
TELEPHONE NUMBER: (562) 922-8610

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Director	1	10,611	0.45%	47.75	\$ 573
	Coordinator-In-Charge	1	9,139	1.50%	137.09	1,645
	Consultant	1	8,859	15.00%	1,328.85	15,946
	Management Coordinator	1	8,815	0.45%	39.67	476
	Administrative Analyst	2	6,443	9.75%	1,256.39	15,077
	Career Dev Program Supv	1	6,443	10.50%	676.52	8,118
	Senior Division Secretary	1	4,608	0.45%	20.74	249
	Intermediate Typist Clerk	1	3,176	15.00%	476.40	5,717
Total Salaries:					3,983.41	\$ 47,801

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Director	Coordinator-In-Charge	Consultant	Management Coordinator	Administrative Analyst (5)	TOTAL
Health Plan (3)	\$ 10,533.80	\$ 10,533.80	\$ 10,533.80	\$ 10,533.80	\$ 21,067.60	\$ 63,202.80
Dental Plan (Included in Health Plan)	10,504.44	9,048.00	8,770.40	15,684.44	22,927.18	66,934.46
Retirement	573.33	493.33	478.40	475.56	695.79	2,716.41
SUI	1,846.67	1,590.00		8,091.11	11,829.33	23,357.11
Social Security and/or Medicare	7,895.56	6,800.00	6,590.21	6,557.78	9,587.18	37,430.73
Worker's Compensation						
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 31,353.80	\$ 28,465.13	\$ 26,372.81	\$ 41,342.69	\$ 66,107.08	\$ 193,641.51
% of Time Allocation by Classification	0.450%	1.500%	15.000%	0.450%	9.750%	
Total Fringe Benefits (4):	\$ 141.09	\$ 426.98	\$ 3,955.92	\$ 186.04	\$ 6,445.44	\$ 11,155.47

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE (page 2 of 2)

CONTRACTOR: Los Angeles County Office of Education
CONTRACT PERIOD: 7/01/2008 - 6/30/2009
FISCAL YEAR: 2008 - 2009

CONTACT PERSON: Daniel Miller
TELEPHONE NUMBER: (562) 922-8610

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Total Salaries: \$ - - \$						

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Career Dev Program Supv	Senior Division Secretary	Intermediate Typist Clerk	(5)	TOTAL
Health Plan (3)	\$ 10,533.80	\$ 9,913.80	\$ 9,913.80		\$ 30,361.40
Dental Plan (Included in Health Plan)					
Retirement	11,463.56	8,197.78	5,650.60		25,311.94
SUI	347.89	248.89	171.47		768.25
Social Security and/or Medicare	5,914.67	4,231.11	2,915.40		13,061.18
Worker's Compensation	4,793.56	3,428.89	2,362.80		10,585.25
Long-Term Disability					
Holidays					
Sick Leave					
Vacation					
Life Insurance					
Fringe Benefits per Classification					
Fringe Benefit Subtotal	\$ 33,053.48	\$ 26,020.47	\$ 21,014.07		\$ 80,088.02
% of Time Allocation by Classification	10.5000%	0.4500%	15.0000%		
Total Fringe Benefits (4):	\$ 3,470.62	\$ 117.09	\$ 3,152.11		\$ 6,739.82

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Contract Budget Narrative

Line Item	Narrative/Justification.
Supplies	\$1,161 Funds are required to provide office supplies to contract staff located at LACOE Headquarters. Cost is based on prior years' expenditures for this program.
Mileage	\$525 Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The current LACOE rate is \$0.445 per mile. Amount includes costs for contract staff to travel from site to site to monitor assessments as required. Cost is based on prior years' expenditure for this program.
Travel/Conference	\$273 Funds are required to allow staff to attend and present at local conferences and other professional development opportunities.
Rent/Lease-Equipment	\$30 Funds are required for pager rental for contract staff (\$7 per month per pager)
Printing	\$432 Funds are required to duplicate and print materials as needed. Materials may include information for assessors or LACOE staff. Cost is based on prior years' expenditure for this program.
Telephone	\$381 Funds are required for telephone service for contract staff located at LACOE Headquarters. These funds are also utilized for one cell for contract staff which is shared when staff visits sites. Cost is based on prior years' expenditure for this program.
Bulk Metered Postage	\$75 Funds are required to allow staff to mail letters, notices, and other documents via the U.S. Postal System as required by the contract. Cost is based on prior years' expenditure for this program.
Copier	\$165 Funds are required for copier expenses incurred by Vocational Assessment staff at LACOE Headquarters. Funds are also Cost is based on prior years' expenditure for this program.
Contract Services-Other	\$5,293 Contracts Services funds will be utilized for the following: Language Line - as needed for Non-Threshold Languages, \$1.21 per minute Professional Interpreters - as needed, \$500 per day Computer Programming - update database used by assessors Contract to train assessors as needed , or to train new assessors in procedures after new RFP is awarded

Contract Budget Narrative

Line Item		Narrative/Justification.
Rent/Lease Building	\$1,397	Funds are required for rent at LACOE Headquarters for contract staff.
Accounting Services	\$600	Funds are required for LACOE Accounting Services that are directly allocated based on program usage. Amount estimated based on previous years' expenditures for other programs.
Indirect Costs	\$6,006	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. The current LACOE indirect support rate for this contract is 7.9%.

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME: GROW VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES
CONTRACTOR: LACOE **CONTACT PERSON:** Dan Miller
CONTRACT PERIOD: 7/01/2008-6/30/2009 **TELEPHONE NUMBER:** 562-922-8610

DIRECT SERVICES (1)

	LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	GROW Vocational/Career Assessment	3,000	\$ 220	\$ 660,000
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
Total Direct Services Cost			\$	<u>660,000</u>

Footnote:
(1)

Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

GROW VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES

Fiscal Year: 2008-09

NOT APPLICABLE

EDP EQUIPMENT SCHEDULE

JUSTIFICATION

A large rectangular box with a black border, containing 20 horizontal lines for writing a justification.

Prepared by: Steve Yamarone

Phone No. 562-922-8604

EXHIBIT C
CONTRACTOR'S
EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

EXHIBIT C

**CONTRACTOR'S
EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION**

Contractor's Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

GENERAL

In accordance with Subchapter VI of the *Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17*, Section 504 of the *Rehabilitation Act of 1975*, the *Food Stamp Act of 1977*, the *Welfare and Institutions Code Section 10000*, California Department of Social Services Manual of Policies and Procedures Division 21, and the *Americans with Disabilities Act of 1990*, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

(Circle one)

1. The contractor has a written policy statement prohibiting discrimination in all phases of employment.....Yes No

2. The contractor periodically conducts a self-analysis or utilization analysis of its work force.....Yes No

3. The contractor has a system for determining if its employment practices are discriminatory against protected groups.....Yes No

4. Where problem areas are identified in employment practices, the contractor has a system for taking reasonable corrective action to include establishment of goals or timetables.....Yes No

Name and Title of Signer _____ Signature _____

Date: _____

EXHIBIT D
COUNTY'S ADMINISTRATION

EXHIBIT D

COUNTY'S ADMINISTRATION

CONTRACT NUMBER: _____

COUNTY CONTRACT MANAGER

Name: Sandra Duran
Title: County Contract Manager
Address: 12900 Crossroads Parkway South, East Annex, 2nd floor
City of Industry, CA 91746
Telephone: (562) 908-3006
Facsimile: (562) 908-0590
E-Mail Address: sandraduran@ladpss.org

COUNTY CONTRACT ADMINISTRATOR

Name: Nha Le
Title: County Contract Administrator
Address: 12900 Crossroads Parkway South, East Annex, 2nd floor
City of Industry, CA 91746
Telephone: (562) 908-8428
Facsimile: (562) 908-0590
E-Mail Address: nhale@ladpss.org

COUNTY CONTRACT PROGRAM MONITOR

Name: Ruben Lopez
Title: County Contract Program Monitor
Address: 12900 Crossroads Parkway South, East Annex, 2nd floor
City of Industry, CA 91746
Telephone: (562) 908-8381
Facsimile: (562) 908-0590
E-Mail Address: rubenlopez@ladpss.org

EXHIBIT E
CONTRACTOR'S ADMINISTRATION

EXHIBIT E

CONTRACTOR'S ADMINISTRATION

Contract Number: _____

CONTRACT MANAGER

Name: David Asher
Title: Consultant
Address: 9525 Imperial Highway
Downey, CA 90242-3009
Telephone: (562) 922-8662
Facsimile: (562) 922-8686
E-Mail Address: Asher_David@lacoedu

CONTRACTOR'S AUTHORIZED OFFICIAL (S)

Name: Randy McCauley
Title: Administrative Analyst
Address: 9525 Imperial Highway
Downey, CA 90242-3009
Telephone: (562) 922-8665
Facsimile: (562) 922-8686
E-Mail Address: McCauley_Randy@lacoedu

Notices to Contractor shall be sent to the following address:

Address: 9525 Imperial Highway
Downey, CA 90242-3009
Facsimile: (562) 922-8686
E-Mail Address: Asher_David@lacoedu

EXHIBIT F
CONTRACTOR EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

- *I understand that _____ is my sole employer for purposes of this employment.*
- *I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- *I understand and agree that I am not an employee of Los Angeles County for any purposes, and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.*
- *I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.*

_____ **(Initial and date)**

CONFIDENTIALITY AGREEMENT

As an employee of _____, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by _____ for the County.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

Please read the following Contract and take time to consider it prior to signing:

- *I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between _____ and the County of Los Angeles.*
- *I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- *I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- *I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or completion of the presently assigned work task, whichever occurs first.*
- *I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

_____ **(Initial and Date)**

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- California Work Opportunity and Responsibility for Kids (CalWORKs)
- Los Angeles County General Relief Program (GR)
- California Medi-Cal Program (Medi-Cal)
- Food Stamps Program (FS)
- Social Services to Adults, Children, and Families
- Supervision of Children Placed in Foster Care
- Cuban/Haitian Entrant Program (CHEP)
- Refugee Resettlement Program (RRP)
- Special Circumstances (SC)
- Repatriate Program (Repat)
- Cash Assistance Program for Immigrants (CAPI)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: _____
(Contractor Employee's Signature)

Date: _____

Name: _____
(Please Print Contractor Employee's Name)

Working Title: _____

Original: Contractor
Copy: Contractor Employee

EXHIBIT G

JURY SERVICE ORDINANCE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor’s violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If a court of competent jurisdiction finds any provision of this chapter invalid, the remaining provisions shall remain in full force and effect.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION - EXHIBIT G**

The Contractor is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Contractors, whether a Contractor or Subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Contractor is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I. Attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

My business does not meet the definition of “Contractor,” as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

“**Dominant in its field of operation**” means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

“**Affiliate or subsidiary of a business dominant in its field of operation**” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents **or** my company will have and adhere to such a policy prior to award of the Contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

EXHIBIT H

SAFELY SURRENDERED BABY LAW

What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

**Every baby deserves a chance for a healthy life.
If you or someone you know is considering
giving up a child, learn about your options.**

**Los Angeles County
Safely
Surrendered
Baby
Hotline**



(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

EXHIBIT I

PROPOSALS/GROUNDS FOR REJECTION

EXHIBIT I

PROPOSALS/GROUNDS FOR REJECTION

Los Angeles County Code Chapter 2.180 "Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the COUNTY shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of this Contract do not fall within scope of *Code Section 2.180* as outlined above.

Name and Title of Sign

Signature

Date

EXHIBIT J
CONTRACTOR'S
NONDISCRIMINATION IN SERVICES CERTIFICATION

EXHIBIT J

**CONTRACTOR'S
NONDISCRIMINATION IN SERVICES CERTIFICATION**

Contractor's Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

GENERAL

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the contractor, supplies, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition or physical or mental disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

- (circle one)
- | | | |
|--|-----|----|
| 1. The contractor has a written policy statement prohibiting discrimination in providing services and benefits. | Yes | No |
| 2. The contractor periodically monitors the equal provision of services to ensure nondiscrimination. | Yes | No |
| 3. Where problem areas are identified in equal provisions of services and benefits, the contractor has a system for taking reasonable corrective action within a specified length of time. | Yes | No |

Name and Title of Signer: _____

Signature: _____

Date: _____

EXHIBIT K

ATTESTATION TO WILLINGNESS

TO CONSIDER GAIN/GROW PARTICIPANTS

EXHIBIT K

**ATTESTATION TO WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for Services Purchase Order Contract award, vendors shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for the openings. Additionally, vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the vendor’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors shall complete, sign, and return with their quotation this attachment form entitled “Attestation of Willingness to Consider GAIN/GROW Participants.” Vendors who are unable to meet his requirement shall not be considered for Purchase Order award.

Vendor shall complete all of the following information, sign, at the indicated location, and return this form:

- A. Vendor has a proven record of hiring GAIN/GROW participants.

YES NO

(Subject verification by COUNTY)

- B. Vendor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. “Consider” means that vendor is willing to interview qualified GAIN/GROW participants.

YES NO

If YES, state the name and phone number of the person whom the COUNTY may contact to refer GAIN/GROW participants: _____.

- C. Vendor is willing to provide employed GAIN/GROW participants access to its employee mentoring program, if available.

YES NO N/A (program not available)

VENDOR

(Type or Print Name of Firm)

By: _____

Type or Print Name: _____

Type or Print Title: _____

EXHIBIT L

SAMPLE MONTHLY INVOICE FORMAT

EXHIBIT L

MONTHLY INVOICE FOR 1/12TH OF ANNUAL PRORATED AMOUNT

VOCATIONAL ASSESSMENT INTERMEDIARY SERVICES

Invoice No _____

Management and Monitoring of Subcontracts

Invoice Date _____

Greater Avenues for Independence Program

Invoice Month (mo/yr) _____

Contract No. _____

Vendor No. _____

(Vendor name/address) _____

Vendor SSN or Taxpayer ID No. _____

(Telephone Number) _____

INVOICE DUE ON THE 15TH OF THE MONTH FOLLOWING THE MONTH OF SERVICES

INVOICE AMOUNT REQUESTED \$ _____

Contractor's Authorizing Signature

Date Signed

County Contract Administrator's Approval Signature

Date

NOTE: The contractor's management and monitoring reports shall be attached to this invoice.

FOR DPSS FINANCE DIVISION/AUDITOR/CONTROLLER USE ONLY

Fund Org.	Acct. Comment	Task	Option	Charge	Amount	P/F	Comment

EXHIBIT M

SAMPLE QUARTERLY RECONCILIATION INVOICE FORMAT

EXHIBIT M

QUARTERLY INVOICE FOR 85% OF ACTUAL COSTS

Invoice Number: _____

VOCATIONAL ASSESSMENT INTERMEDIARY SERVICE

Invoice Date: _____

Greater Avenues for Independence Program

Invoice Quarter _____
mo/yr through mo/yr

(Vendor Name/Address)

Contract Number _____

(Telephone Number)

Vendor Number _____

Vendor SSN or Taxpayer ID Number _____

INVOICE DUE ON THE 15TH OF THE MONTH FOLLOWING THE END OF THE QUARTER

I. AMOUNT UNDERPAID/OVERPAID FOR INVOICE QUARTER

Month/Year	A. Amount <u>Already Invoiced</u>	B. Quarter Total <u>Actual Expenditures</u>	C. County <u>Under/Overpayment (A-B)</u>
Jan. 00	\$ _____	\$ _____	\$ _____
Feb. 00	\$ _____	\$ _____	\$ _____
Mar. 00	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

II. COMPUTATION OF ADJUSTABLE UNDERPAYMENT/OVERPAYMENT

A. Underpayment

1. If the Total in I, Column C Resulted in a County Underpayment
Enter the Amount \$ _____
2. Enter Unadjusted Prior Quarter Total Overpayment \$ _____
3. Total Amount Due to Contractor, (1 minus 2)
County to Issue Supplemental Payment \$ _____

B. Overpayment

1. If the Total I, Column C Resulted in a County Overpayment
Enter the Amount \$ _____
2. Unadjusted Prior Quarter Total County Overpayment \$ _____
3. Total Amount Due to County, (1 plus 2)
County to Adjust Future Invoice/Payment \$ _____

EXHIBIT N

INTERNAL REVENUE SERVICE NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2005)
Cat. No. 20599A

EXHIBIT O

CERTIFICATION OF NO CONFLICT OF INTEREST

EXHIBIT O

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Contractor's Name

Contractor's Official Title

Official's Signature

EXHIBIT P

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE

CERTIFICATION

EXHIBIT P

**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION**

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature: _____

Date: _____

EXHIBIT Q

CIVIL RIGHTS RESOLUTION AGREEMENT

EXHIBIT Q

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS
RESOLUTION AGREEMENT WITH
THE LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, «Company», agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, «Company», also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a contractor with DPSS, «Company», agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, «Company», agrees to comply with the requirements of the Resolution Agreement and «Company» understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, «Company», agree to the aforementioned.

Director's Signature (Contractor)

Date

Contractor's Address

**CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS
FOR CONTRACTORS/VENDORS**

On October 23, 2003, Los Angeles County, Department of Public Social Services (DPSS) entered into an Agreement of Resolution with the Office for Civil Rights, Department of Health and Human Services Region IX placing new requirements on DPSS and DPSS' contractors. As part of those requirements, DPSS will expand its role in training contractor staff that works with DPSS CalWORKs participants, on Civil Rights requirements.

Contractors shall comply with the terms of the Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- Ensuring public contact staff attend the mandatory DPSS provided Civil Rights Training
- Ensuring notices sent to participants are in their respective primary language
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants
- Maintaining records and record retention of all Civil Rights related correspondence to participants

EXHIBIT R

CHARITABLE CONTRIBUTION CERTIFICATE

EXHIBIT R

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	()	()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.	()	()
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Signature

Date

Name and Title (please type or print)